

**DECLARATION OF CONDOMINIUM
OF
HARBOUR VILLAGE AT HISTORIC ST. ANDREWS, A CONDOMINIUM**

Developer hereby submits the Property, as hereinafter defined, and the improvements constructed and to be constructed thereon, to condominium ownership in the manner provided by the Act, and makes the following declarations:

DEFINITIONS

The following terms shall have the following meanings when capitalized and used in this Declaration. Capitalized words not defined herein shall have the meaning ascribed to them in the Act.

"Act" - Chapter 718, Florida Statutes.

"Articles of Incorporation" - The Articles of Incorporation of the Association.

"Assessments" - A share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owners.

"Association" - Harbour Village at Historic St. Andrews Condominium Association, Inc., a Florida not for profit association, and the entity responsible for the operation of Common Elements.

"By-Laws" - The By-Laws of the Association.

"Commercial Unit" - Any of those Units designated as commercial units on the exhibits attached hereto.

"Common Elements" - That portion of the Property not included in the Units.

"Common Expenses" - All expenses properly incurred by the Association in the performance of its duties, and shall include expenses of administration, expenses of insurance, expenses of maintenance, operation, repair, replacement, and betterment of the Common Elements and the portions of the Unit to be maintained by the Association, and expenses declared to be common by the provisions of this Declaration, the By-Laws, or otherwise.

"Common Surplus" - The excess of all receipts by the Association on account of the Condominium over the Common Expenses.

"Condominium" - The condominium herein created, known as "Harbour Village at Historic St. Andrews, a Condominium".

"Declaration" - This Declaration of Condominium

"Developer" - St. Andrew Bay Condominiums LLC, a Florida limited liability company.

"Directors" - Members of the Board of Directors of the Association, acting as the Board of Directors consistent with any provisions of the By-Laws, the Articles of Incorporation, or this Declaration.

"Limited Common Elements" - Those portions of the Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as specified in this Declaration.

"Marina Facility" - That certain proposed dock and related marina facility located on property immediately adjacent to the Property and operated as an owner-oriented facility as described in Chapter 18-21, F.A.C. This means that the Marina Facility will be available only to residential Unit Owners of the Condominium. The proposed Marina Facility is not part of the Condominium. There is a proposed sovereignty submerged land lease associated with this Condominium. All or a portion of the proposed Marina Facilities would be situated on sovereignty submerged lands which will be leased from the State of Florida. The lease term would be five years. The lease may be renewed subject to compliance with the lease provisions and applicable law. Neither the sovereignty submerged land, nor the leasehold interest therein, nor the Marina Facilities, are being submitted to Condominium ownership.

"Parking Garage" - That portion of the Common Elements identified on the exhibits hereto as a parking garage, which shall be a Limited Common Element of the Residential Units.

"Penthouse Parking" - Those certain parking spaces located in the Parking Garage which are identified as Penthouse Parking on the exhibits hereto, and which are set aside as Limited Common Elements serving the Units labeled PH1, PH2, PH3, PH4, PH5, PH6, and 718.

"Property" - The real property hereby submitted to condominium ownership as more particularly described on **Exhibit "A"** hereto, and all improvements thereon and appurtenances thereto, and easements and other rights related thereto.

"Residential Amenities" - All facilities identified as Residential Limited Common Elements on the Exhibits hereto, which are set aside as Limited Common Elements serving the Residential Units.

"Residential Unit" - Any of those units which are not Commercial Units, and which are intended for use as a private temporary or permanent residence.

"Storage Units" - Storage facilities available to Unit Owners as a Limited Common Element, located in the Parking Garage and on each floor, and identified on the Exhibits hereto as Storage Units. Storage Units are not Units, and are available only at an additional fee to be agreed upon by the Developer and individual Unit Owners.

"Unit" - That portion of the Property which is subject to exclusive ownership, and which is designated by this Declaration and the exhibits hereto as a Unit.

"Unit Owner" - The record owner of a Unit.

ARTICLE I
NAME

The Condominium shall be known as "Harbour Village at Historic St. Andrews, a Condominium".

ARTICLE II
PROPERTY

The Property, as legally described on Exhibit "A" to the Declaration, is hereby submitted to condominium ownership.

ARTICLE III
DEVELOPMENT PLAN

The Condominium is described and established as follows:

- A. **Survey**. The survey of the Property showing the improvements on it is attached as **Exhibit "B"**.

- B. **Improvements.** Improvements upon the Property are constructed substantially in accordance with the graphic description of the improvements attached hereto as composite **Exhibit "C"**. **Exhibit "C"** identifies each Unit by unique number.
- C. **Easements.** The Developer hereby creates and reserves the following certain easements, each of which is a covenant running with the Property and 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 from the Condominium:
1. **Utility Easements.** Easements are reserved through the Property and the Units as may be required for utility service, air conditioning, or ingress and egress to serve the Condominium and the other Units adequately, and the Association may grant permits, licenses and easements over, under or upon the Common Elements and the Units for utilities, ingress and egress or other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
 2. **Easements for Encroachments.** All the Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of a building, or caused by minor inaccuracies in building or rebuilding, which encroachments shall be permitted to remain undisturbed and such shall continue until such encroachments no longer exist. Reconstruction following casualty damage may continue any previously existing encroachment.
 3. **Ingress and Egress Easement.** Each Residential Unit Owner of the Condominium shall have a nonexclusive easement for ingress and egress between said Unit and the public roads and streets serving the Condominium. This easement shall include the right to ingress and egress across Limited Common Elements to access Common Elements which would be otherwise inaccessible, for the purpose of maintaining those Common Elements.
 4. **Access to Make Repairs.** The Association has an irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or utilities as necessary to prevent damage or loss of utility service to the Common Elements or to another Unit.

5. Support. Every portion of a Unit contributing to the support of the Condominium or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Condominium.
6. Perpetual Nonexclusive Easement in Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all the Unit Owners 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.
7. Right of Entry into Units in Emergencies. In case of an emergency originating in or threatening any Unit, regardless of whether or not the Unit Owner is present at the time of such emergency, the Association 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 shall deposit under the control of the Association, a key to such Unit. For the purpose of this provision "emergency" shall mean damage to the Common Elements or one or more Units.
8. Right of Entry for Maintenance of Common Property. The Association has the irrevocable right to access each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or common utilities or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units, and shall have a key for each Unit for that purpose. The Association shall be responsible for the proper maintenance and repair of pipes and other fixtures or utilities located within each Unit but serving multiple Units, and shall have the right of entry and the right to do such acts necessary for such end.
9. Air Space. An exclusive easement shall exist for the use of the air space occupied by a Unit as it exists at any particular time.
10. Easements or Encroachments. Easements for encroachments by the perimeter walls, ceilings and floor surrounding each Unit shall exist.

11. Easement for Overhangs. Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units or any of them shall exist.
12. 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, and for other mechanical or plumbing fixtures and for fireplace flues 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 Property, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such material, 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.
13. Party Wall Easement. In addition to easements provided by the general rule of law regarding party walls there shall be reciprocal appurtenant easements for the maintenance, repair and replacement of any party wall or walls, said easements to extend for a reasonable distance from any point in the common boundary between each Unit for the purpose of completing said maintenance, repair or replacement, and shall run to both the adjoining Unit Owners and the Association.
14. Easement for Emergency Access. There is hereby created an easement over and across the surface of the Property for access and passage by emergency and public safety, and public utility personnel and vehicles, including, without limitation, police, ambulance, paramedic, firefighting and refuse collection personnel and vehicles on official business. The easement hereby granted shall run to the benefit of the Association, the Unit Owners and the Developer.
15. Exterior Walls. There is hereby created for the benefit of the Association an easement over, through and across the Units bounding the exterior walls of the buildings, for the purpose of running pipes, wires, and other fixtures, utilities, or air conditioning conduits for exterior uses or for other Units; for hanging lighting features, faucets, fixtures, signs, overhangs, and other exterior features from such exterior walls; for the placement of siding or other

exterior finish on such exterior walls; for maintenance, repair, replacement, and removal of the same; and for other similar, consistent or customary uses associated with the exterior walls of multi-family residential facilities.

16. Telephone, Cable, and Telecommunications Systems. The Developer reserves unto itself, and unto the Association, the power and authority, but not the obligation, to contract for, construct or install over, through, under, across, and upon any portion of the Property for the use of the Unit Owners, the Association and the Developer, its successors and assigns, one or more telephone, cable, and/or telecommunications receiving and distribution systems, electronic surveillance systems, emergency, medical, or surveillance monitoring or alarm systems, and all associated equipment, lines, antennae, or satellites (hereinafter the "Equipment Systems"), together with the perpetual non-exclusive right and privilege of (i) unlimited ingress and egress to and upon, and use of, the Property, including Units, for installing, constructing, inspecting, repairing, maintaining, altering, moving, improving, and replacing the Equipment Systems, and (ii) distribution of signals and transmissions of whatever type. The Equipment Systems shall be owned and exclusively controlled by the Developer, and will be assigned to the Association upon turnover. The Association, its successors and assigns, shall have a perpetual non-exclusive easement right and privilege to use portions of the Property for the Equipment Systems as well as for the services to be provided thereby, in its sole discretion, so long as such use does not unreasonably interfere with the intended use of the Property by the Unit Owners. All or any portion of the rights herein reserved to the Developer or the Association may be assigned, in whole or in part, to any telecommunications or cable company as part of a contract to provide services to the Units.
17. Marina Facility. The Developer reserves unto himself, the owner and operator of the Marina Facility, and to authorized guests and invitees of the Marina Facility the right of pedestrian and vehicular ingress and egress from public streets and right of ways across the Common Elements and Limited Common Elements of the Property, for the purpose of accessing and using the Marina Facility in the ordinary course. Furthermore, the Developer reserves to the Unit Owners the right to access such portion of the Marina Facility which the Developer or the owner or operator of the Marina Facility sets aside for such purpose from time to time.

The easements and other rights created herein for a Unit Owner shall be appurtenant to the Unit of that Unit Owner and all conveyances of title to the Unit shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appears in any such instrument.

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

1. **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (a) **Upper Boundary.** The horizontal plane of the undecorated finished ceiling of the Unit.
 - (b) **Lower Boundary.** The horizontal plane of the undecorated finished floor of the Unit.
2. **Perimetrical Boundaries.** The perimetrical boundaries of a Unit shall be the vertical planes of the undecorated finished interior surfaces of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, except that for walls separating Units, the boundary shall be the centerline of such wall. When there is attached to the building a balcony, deck, patio, canopy, stairway or other portion of the building serving only the Unit being bounded, the perimetrical boundaries shall be extended to include the intersecting vertical plan adjacent to and which include all of such structures and fixtures thereon.

Notwithstanding any contrary provision, no amendment may change the configuration or size of an Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the common expenses of the Condominium and owns the common surplus of the Condominium unless the record owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment and unless a majority of the Unit Owners approve of the amendment.

E. **Common Elements.** The Common Elements are the portions of the Property and all of the parts of the Condominium not within the Unit boundaries. Limited Common Elements are those Common Elements which are reserved for the use of a certain

Unit or Units to the exclusion of all other Units. The Limited Common Elements are noted on the Site Plan, **Exhibit "C"** hereto. **Exhibit "D"** describes each Limited Common Element, and the Units benefitting therefrom. The Association shall be responsible for the maintenance of the Parking Garage, Residential Amenities, and the Penthouse Parking, the cost of which shall be borne by the Unit Owners having rights to such Limited Common Elements. Each Unit Owner benefitting from a Storage Unit shall be responsible for the maintenance of its Storage Unit at its own cost. Storage Units shall be assigned to interested Unit Owners on a space available basis by the Developer for an additional fee using a selection process determined by Developer prior to the closing on their Unit.

ARTICLE IV
OWNERSHIP, SURPLUS, AND EXPENSE

The owner of each Unit shall own an undivided share in the Property, the Common Elements, and the Common Surplus, and shall be liable for a share of the Common Expenses. The share for each Unit is as set forth on **Exhibit "E"**, attached hereto.

ARTICLE V
THE ASSOCIATION

- A. **Name.** The Association shall be named "Harbour Village at Historic St. Andrews Condominium Association, Inc."
- B. **Membership.** Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote, which vote shall be cast by the Unit Owner in the manner prescribed by the By-Laws of the Association. However, notwithstanding any other provision of this Declaration, to the maximum extent allowed by law, until such time as the Unit Owners are entitled to elect a majority of the members of the Board of Directors, the Declarant shall hold all Voting Interests (as that term is defined and used in the Act), and the Declarant, rather than the Unit Owners, shall have the sole right to vote on all matters otherwise requiring a vote of the Unit Owners, except as expressly otherwise provided by the Act. A copy of the Articles of Incorporation for the Association and the By-laws of the Association are attached hereto as **Exhibits "F" and "G"** respectively.
- C. **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent conditions of the Property to be maintained and repaired

by the Association, or caused by the elements or other Unit Owners or persons. The shares of Unit Owners in the funds, assets and property rights of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

- D. **Approval or Disapproval of Matters**. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by written agreement as well as by duly recorded vote and shall, in either event, be expressed by the same person who would cast the vote of the Unit Owner if in an Association meeting, unless the joinder of record Unit Owners is specifically required by the Declaration.
- E. **Directors**. Directors must be Unit Owners in the Association, except that the Developer may appoint or select non-Unit Owners during the period in which the Developer may appoint Directors.

Section 718.301(a)-(e) provides as follows:

"(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

"(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

"(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

"(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

"(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

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

Except for those matters for which the Condominium Act requires Unit Owner approval, and for those voting rights which the Condominium Act grants to Unit Owners other than the Developer, until required by the Condominium Act including Section 718.301 thereof, or until the Developer or any subsequent developer elects to terminate their control of the Association and the condominiums operated by it, whichever occurs first, the proceedings of all meetings of Unit Owners of the Association shall have no effect unless approved by the Board of Directors. During the time the majority of the directors serving on the Board of Directors are appointees of the Developer, the Developer reserves the right to chair or designate a representative to chair meeting(s) of Unit Owners.

- F. **Acquisition, Conveyance of Property.** The Association may acquire, convey, lease, or manage Association property or make material alterations, modifications or substantial additions to the Common Elements, or to real property owned by the Association by approval of the Directors of the Association at a meeting noticed for that purpose.

ARTICLE VI **ASSESSMENTS**

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

- A. **In General.** As more particularly provided in the By-Laws, each Unit Owner shall be liable for, and shall be assessed for, a proportionate share of the Common Expenses, such share being as described on **Exhibit "E"**. The Developer hereby specifically incorporates by this reference the provisions of Sections 718.116(1)(a) (liability for Assessments) and 718.116(2) (no waiver) of the Act.
- B. **Limited Common Elements.** The Association shall have the obligation to maintain the Parking Garage, Residential Amenities, and the Penthouse Parking, with the cost of such maintenance shared only by those entitled to use such Limited Common Elements. The costs of such maintenance shall be apportioned among those entitled to use such Limited Common Elements in proportion to the square footage of their respective Units, which costs shall be charged in the same manner as an Assessment, and the Association shall have all the rights and enforcement powers associated therewith hereunder or under the Act. The Unit Owners entitled to use a Storage Unit shall be responsible for the maintenance and repair of their Limited Common Elements, and shall be solely responsible for the cost thereof.
- C. **Late Charges.** Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest. All sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any costs and reasonable attorneys fees incurred in collection, and then to the delinquent Assessment.
- D. **Liability of Developer.** Pursuant to Section 718.116(9)(a)1 of the Act, if the Developer is offering Units for sale, it shall be excused from payment of Assessments against those unsold Units for a period no later than the first day of the fourth calendar month following the month in which the first closing occurs of a purchase contract for a Unit. However, the Developer must pay Common Expenses incurred during such period which exceed regular periodic Assessments against other Unit Owners. So long as the Association has maintained all insurance coverage required by Section 718.111(11)(a) of the Act, Common Expenses incurred during the above period resulting from a natural disaster or an act of God occurring during such period, which are not covered by proceeds from insurance maintained by the Association, may be assessed against all Unit Owners owning Units on the date of such natural disaster or act of God, and their respective successors and assigns,

including the Developer with respect to Units owned by the Developer. In the event of such an Assessment, all Units shall be assessed in accordance with the provisions of Article 6(A).

Only regular periodic Assessments for Common Expenses as provided for herein shall be used for payment of Common Expenses during any period in which the Developer is excused. No other funds which are receivable from Unit Owners and payable to the Association, including the capital contribution made pursuant to Article 6(E), may be used for payment of such Common Expenses.

- E. **Operating Capital.** Each purchaser of a Unit from the Developer will pay to the Association a sum equal to one quarter's assessment on his Unit as a contribution towards operating capital of the Association.
- F. **Lien for Assessments.** The Association has a lien on each Unit to secure the payment of Assessments, late charges and interest thereon, and the reasonable cost of collection. The lien is effective from and shall relate back to the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Bay County, Florida in accordance with law. The Association shall have a lien on each Unit for any unpaid Assessments together with interest thereon, against the owner of such Unit. Reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or the enforcement of such lien, shall be payable by the Unit Owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each Unit Owner in payment of his obligation for Common Expenses incurred pursuant to other use charges and operation costs designated by this Declaration as Common Expenses.
- G. **Collection and Foreclosure.** The Association may take such action as it deems necessary to collect Assessments of the Association by personal action or by enforcing and foreclosing the Association's lien, and may settle and compromise same, if in the best interest of the Association. The Association's lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by the Condominium 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 court may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to

collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.

- H. **Liability of Mortgagee.** A first mortgagee acquiring title to a Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such Unit is unoccupied, be excused from the payment of all or some of the Common Expenses coming due during the period of such ownership. However, the liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lessor of:
1. The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
 2. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.
- I. **Special Assessments.** The Association shall have the right to levy and collect special Assessments, as more particularly described in the By-Laws. The special Assessments shall be liens on the Unit.
- J. **Estoppel Certificate.** Within fifteen (15) days after receiving a written request therefor from a Unit Owner purchaser, or mortgagee, the Association shall provide a certificate signed by an officer or agent of the Association stating all assessments and other moneys owed to the association by the unit owner with respect to the Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby. A summary proceeding pursuant to Section 51.011, F.S. may be brought to compel compliance with this provision, and in any such action the prevailing party is entitled to recover reasonable attorney's fees. The Association may charge a reasonable fee for the preparation of the certificate.

ARTICLE VII

INSURANCE

The insurance requirements of the Association and the Unit Owners shall be as follows, with the insurance other than title insurance that shall be carried on the Property and the property of the Unit Owners shall be governed by the following provisions:

- A. **Authority to Purchase; Named Insured.** All insurance policies upon the Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payment by the insurer for losses shall be made to the Association, or if required by the holder of a first mortgage on one of the Units, an insurance trustee designated by the Association, and all policies and their endorsements shall be deposited with the Association or, if applicable, the insurance trustee. Unit Owners shall obtain coverage at their own expense upon their personal property and for their personal liability and living expense.
- B. **Coverage.**
1. **Property.** All buildings and improvements upon the Condominium Property shall be insured in an amount equal to one hundred percent (100%) of the insurable replacement value except, in the case of flood insurance, the amount shall not be required to exceed the amounts available under the National Flood Insurance Program or its successor, and all personal property included in the Common Elements shall be insured for its replacement cost value, all as determined annually by the Directors of the Association with such deductible clauses required to obtain coverage at a reasonable cost. Such coverage shall afford protection:
 - (a) On a so-called "All Risk" or "Special Form" and,
 - (b) Against such other risks as from time to time shall be customarily covered with respect to real and personal property of the Association.
 - (c) Any hazard insurance policy to protect the Condominium Property shall provide primary coverage for:
 - (i) All portions of the Condominium Property located outside the Units;

- (ii) The Condominium Property located inside the units as such Property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and
- (iii) All portions of the Condominium Property for which this Declaration requires coverage by the Association.

For the purpose of this Article, anything to the contrary notwithstanding, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found herein which defines the scope of property or casualty insurance that a condominium association must obtain (whether or not capitalized) shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. The foregoing is intended to establish the property or casualty insuring responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy. Further, such policies, when appropriate and possible, shall waive the insurer's right to (1) subrogation against the Association and against the Unit Owners individually and as a group; (2) benefit of the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance have issued coverage on the same risk; and (3) avoid liability for a loss that is caused by an act of the Directors of the Association or a director or one or more Unit Owners.

2. Liability. Public liability in such amounts and with such coverage as shall be required by the Directors of the Association, but in no event less than one million dollars (\$1,000,000.00).

3. **Worker's Compensation and Employer's Liability.** As required to meet the requirements of law.
 4. **Association Insurance.** The Association shall purchase fidelity insurance, and may purchase such other insurance as the Directors of the Association, in their sole discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including directors' liability insurance.
The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.
 5. **Other.** Such other insurance as the Directors of the Association shall determine from time to time to be desirable.
 6. **Reserve Fund.** The Association may establish and maintain an insurance reserve fund for anticipated deductible expenses.
 7. **Self-Insurance.** The association may self-insure against claims against the Association, the Association property, and the Property required to be insured by an Association pursuant to this Declaration or law, upon compliance with Sections 624.460-624.488, F.S.
- C. **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense of this Condominium.
- D. **Insurance Trustees; Share of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to such bank located in the State of Florida with trust powers as may be designated as insurance trustee by the Directors of the Association, which trustee is referred to in this instrument as the "insurance trustee." The insurance trustee shall not be liable for payment of premiums, nor the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee, or the Association if no insurance trustee is designated, shall be to receive such proceeds as are paid and to

hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees in the following shares but which shares need not be set forth on the records of the insurance trustee:

1. Unit Owners. An undivided share for such Unit Owner; such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
 2. Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided, however, except as otherwise provided, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- E. **Distribution of Proceeds.** Proceeds of insurance policies received by the Association or the insurance trustee shall be distributed to or for the beneficial owners in the manner herein provided for in "Reconstruction or Repair After Casualty."
- F. **Association as Agent.** The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claim.

ARTICLE VIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY/CONDEMNATION .

- A. **Determination to Reconstruct or Repair.** If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
1. Common Element. If the damaged improvement is a Common Element, other than a building housing Units (a "Unit Building"), the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.
 2. Unit Building.

- (a) **Lesser Damage.** If the damaged improvement is a Unit Building and if at least one-third of the Units in the Unit Building are found by the Directors to be tenantable, the damaged property shall be reconstructed or repaired by the Association with all due diligence, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.
 - (b) **Major Damage.** If the damaged improvement is a Unit Building and if less than one-third of the Units in the Unit Building are found by the Directors to be tenantable, then the damaged property will be reconstructed or repaired by the Association with all due diligence, unless within sixty (60) days after the casualty the Unit Owners of three-fourths (3/4) of the Units and the mortgagee holding the greatest number of recorded mortgages on all Units consent in writing to terminate the Condominium.
- 3. **Certificate.** The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- B. **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the final as-built plans and specifications on file with the City of Panama City or otherwise available.
- C. **Responsibility.** If the damage is not the result of a casualty for which the Association has secured insurance coverage and is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
- D. **Estimates of Costs.** Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- E. **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair by the Association, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are

insufficient, Assessment shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to the Unit Owner's share in the Common Elements.

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

1. Association. If the total Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is in the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the sums paid upon such Assessments shall be deposited by the Association with the insurance trustee if one has been designated. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.
2. Construction Fund. The proceeds of insurance collected on account of a casualty, and the proceeds from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - (a) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for the reconstruction and repair of major damage.
 - (b) Association Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Directors of the Association upon approval by an

architect qualified to practice in Florida and employed by the Association to supervise the work.

- (c) Unit Owner. Notwithstanding whether the construction fund remains in the possession of an insurance trustee or the Association Directors no Unit Owner shall be entitled to possession of said funds, or any part thereof, for the purpose of effecting his or her own Unit repairs so long as the insurance trustee or Association Directors undertakes to effect said repairs and replace the damaged Property, including common Elements and Units, with property of like kind and quality to that which existed prior to the casualty for which said proceeds were received. Neither the Association nor the insurance trustee shall be under any obligation to expend any part of the construction funds received for casualty claims arising under insurance policies purchased by the Association as designated in any adjustment report for said claim or casualty, so long as the Association undertakes to effect repairs to provide the Unit Owners with Property, including Common Elements and Units, of like kind and quality to that which existed prior to the casualty, for which said proceeds were received.
- (d) Surplus. It shall be presumed that the first monies disbursed in payment of costs for reconstruction and repair shall be from insurance proceeds. If there is a balance in construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that any mortgagee shall receive at most the part of a distribution that is the lessor of (1) the part of the distribution that is in excess of Assessments paid by the Owner into the construction fund, if any, or (2) the outstanding principal balance of the mortgage in excess of Assessments paid by the Owner into the construction fund, if any.
- (e) Certificate. Notwithstanding the provisions of this instrument, the insurance trustee shall not be required to determine whether or not sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the insurance trustee may rely upon a certificate of the Association made by its president and secretary as to any or all, of such matters and stating that

the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be a named payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be obtained prior to disbursements in payment of costs of reconstruction and repair.

- G. **Condemnation**. If all or any part of the Common Elements shall be taken by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking as a whole, and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements so taken, except that such funds as are deemed by the Association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied. Any decision by the Association to terminate the condominium due to any taking by eminent domain must be agreed upon as elsewhere provided herein.

ARTICLE IX

USE RESTRICTIONS/UNIT MAINTENANCE OBLIGATIONS

A. **Certain Use Restrictions**

1. All Residential Units shall be used and occupied only as a permanent or temporary residence by the Unit Owner and Unit Owner's guests, lessees and invitees.
2. No Residential Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred.
3. Nothing shall be hung, displayed or placed on the exterior walls, doors, or windows of a Residential Unit or the Condominium, including holiday decorations, without the prior written consent of the Directors. Provided however, that nothing in this section shall be construed to prohibit the display of one, portable, removable United States Flag in a respectful manner by a Unit Owner, and that on Armed Forces Day, Memorial Day, Flag Day,

Independence Day, and Veteran's Day, a Unit Owner may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Only such awnings, shades, hurricane or storm shutters and sunscreens shall be used in balconies or windows as are approved by the Association. The Association may set color, type and style standards for such equipment.

4. No Residential Unit Owner shall make, allow or cause to be made, any structural addition to or alteration of Unit Owner's Unit (including any decks, balconies, porches, or patios included therein) or the Common Elements without the prior written consent of the Association and by amendment to this Declaration if such amendment is required under Article 15 hereof.
5. The Common Elements shall be used only for the purpose for which they are intended.
6. No nuisances shall be allowed on the Property nor any use or practice which interferes with the peaceful possession and proper use of the Property by its owners. 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 thereon. No Residential Unit Owner shall permit any use of the Unit Owner's Unit or of the Common Elements which will increase the rate of insurance upon the Property.
7. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all applicable valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed and complied with. The responsibility for meeting the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property.
8. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Residential Unit or upon any of the Common Elements, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Association. The Association is under no obligation to approve any such sign, except that signs consistent with the requirements of the City of Panama City sign ordinance may be posted in reasonably approved locations, advertising the businesses

located in the Commercial Units. Notwithstanding the foregoing, during the period of time set forth in Article 9(E) hereof, the Developer or designated agent shall be permitted to post and display advertising signs on the Property.

9. Vehicles, the length or width of which prohibits the vehicle from fitting into a designated parking space, as shown on **Exhibit "C"**, shall not be permitted to park temporarily or permanently upon the Common Elements. Vehicles with more than four (4) wheels shall not be permitted to park temporarily or permanently upon the Common Elements. In the event that an inoperable vehicle or a vehicle with an expired license tag shall remain upon any portion of the Common Elements for more than twenty-four (24) hours, the Association shall have the right, without further notice to the owner of such vehicle, to have it removed at such owner's expense. Boats, trailers of any sort, recreational/camper-type vehicles, personal watercraft and commercial vehicles may not be stored, or parked, permanently or temporarily, or left standing on any portion of the Common Elements.
10. No clothesline, or other clothes-drying facility shall be permitted to be located upon the Property, except to the most limited extent protected by law.
11. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Association. The Association shall use reasonable efforts to promulgate rules and regulations which insure that all garbage and trash is properly disposed of and that no garbage or trash originating from the Property is littered upon or contaminates the grounds of any nearby properties. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property or adjacent properties shall be used for dumping refuse.
12. Unless prior written approval has been obtained from the Directors, no exterior radio or television aerials, satellite dishes or other receiving or transmitting devices for reception of private or commercial radio, television, cable, telephone or telecommunications broadcast of any kind shall be permitted upon the Property, Units or Common Elements. No permission shall be granted unless the device is not visible from the ground, and the Association has approved the device for installation. Notwithstanding the foregoing, this restriction is not intended to prohibit the smallest and least obtrusive facility which would be required to be allowed by Rule 1.4000 of Chapter 47 of the Code of Federal Regulations, provided that such facility remain entirely within the Owner's Unit.

13. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any of the Property at any time, except temporary structures installed by the Developer during construction, or temporary structures installed by the Developer or the Association and necessitated by the approved maintenance or repairs.
14. No fuel or gas storage tanks, except in connection with maintenance of the Common Elements, shall be permitted on any part of the Property.
15. Except as may be provided by the Association, no mailbox or paper box or any other receptacle of any kind for the use and delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Residential Unit or the Common Elements.
16. One pet per Residential Unit may be kept by a Residential Unit Owner in Unit Owner's Unit, but only if such pet does not cause a disturbance or annoyance on the Property or to other Unit Owners or does not pose any danger to rare or endangered or indigenous species of animals, if any, whose habitat may be near the Property. The Board, in its discretion may approve the having of more than one pet in a Unit. All pets must be held, or kept leashed and attended at all times that they are in the Common Elements, or otherwise out-of-doors on the grounds of the Property, and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his or her pets. The Association reserves the right to designate specific areas within the Common Elements where pets may be walked on leashes by their owners. The Association further reserves the right to demand that a Unit Owner permanently remove from the Property any and all pets which create disturbances and annoyances which are to the reasonable displeasure of neighbors or other Owners or cause danger to rare or endangered or indigenous species of animals, if any. Without limiting the generality of the foregoing sentence, the Association reserves the right to demand that a Unit Owner remove from the Property any and all pets which have or have attempted to bite or attack a human or another animal, or which barks, whines, howls, or otherwise produces any noise in an excessive, continuous, or untimely fashion, or which causes or emits an offensive odor which can be detected outside the Unit Owner's Unit, or which is kept in a manner which causes a breeding place for flies, lice, fleas,, other vermin, or disease. The Association shall strictly regulate the keeping of pets by Unit Owners so as to insure the protection of rare, endangered or indigenous species of animals whose habitat may be around or near the Property. Each

Unit Owner maintaining a pet or pets in the Unit Owner's Unit hereby agrees to indemnify the Association and hold it harmless against any and all claims, demands, judgments, losses or liability of any kind whatsoever arising from, or in connection with a Unit Owner's having or maintaining a pet.

The keeping of a dog at the Condominium is a conditional license. The conditional license is subject to the following conditions: (i) a dog must be on leash at all times when outside of the Unit Owner's Unit; (ii) a dog must not be curbed at any place on the property of the Condominium except such places which may be from time to time designated for such purposes (if any); (iii) pets are never to be left unattended in any public area; (iv) Unit Owners must clean up after their pet; (v) no pit bulldogs or part-pit bulldogs, or Rottweilers or part-Rottweilers are allowed on the premises; (vi) no dogs are allowed that have had attack training, even if law enforcement or military, and even if deprogrammed. For the purpose of this provision, a "pit bull" is defined as any canine which is, or appears to be, at least twenty five percent (25%) American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Bull Terrier, Miniature Bull Terrier or Staffordshire Bull Terrier, and a "Rottweiler" is any canine which is, or appears to be, at least twenty five percent (25%) Rottweiler.

17. The Common Elements shall be used only for the purpose for which they are intended which are generally as follows:
 - (a) For the furnishing and providing of services and amenities to the Unit Owners;
 - (b) To provide to the Unit Owners, their guests and invitees recreational areas for their use;
 - (c) To provide to the Unit Owners, their guests and invitees, open space for their use.

18. Lease Restrictions.
 - (a) Any lease of a Residential Unit shall cover the entire Residential Unit.
 - (b) Any lease for less than six months and a day shall require Association approval, which may be unreasonably denied.

- (c) The Association may provide standard forms for Residential Unit leases. Any Residential Unit lease not using such standard form shall be subject to the prior consent of the Association.

B. Rights of Commercial Owners.

1. In General. Subject to and limited by the provisions of Section 718.110(4), F.S., and except as prohibited by law, and notwithstanding any other provision hereof, each Commercial Unit Owner shall have the right, without approval of the Board or any other person or entity (except as required by law), to: (1) decorate or make non-structural alterations, additions, or improvements, ordinary or extraordinary, in, to and upon the interior of the Commercial Units, so long as the decorations, alterations, additions or improvements do not affect the exterior appearance of the Unit; (2) change the layout or number of rooms in the Commercial Units from time to time; (3) change the Commercial Units, by subdividing the same, into any desired number of commercial condominium units, combining any of the Commercial Units or combining any units resulting from a subdivision, altering the boundary walls between the Commercial Units, or otherwise; and (4) reapportion among the newly created Commercial Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space. Provided, however, that the percentage interest in the Common Elements of any portion of the Commercial Unit owned by another Commercial Unit Owner or of any Residential Unit shall not be changed by reason thereof, and the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold all other Unit Owners harmless from any liability arising therefrom. In the absence of an amendment to this Declaration, no subdivision or reapportionment will affect the voting rights of the Commercial Units as herein provided.
2. Use Restrictions. The following activities, conditions, and uses are prohibited within the Commercial Units:
 - (a) Any activity which tends to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Parcel;
 - (b) Any activity which emits foul or obnoxious odors, fumes, dust, smoke, or pollution outside the Parcel or which creates noise, unreasonable risk of fire or explosion, or other conditions which tend to disturb the

peace or threaten the safety of the occupants and invitees of other Parcels, provided, nothing herein shall preclude normal and customary operation of any restaurant.

- (c) Any activity which violates local, state or Federal laws or regulations;
- (d) Burning of trash, leaves, debris or other materials;
- (e) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant shall have such right;
- (f) The digging of any well for any purpose;
- (g) Outdoor storage of goods, materials, or equipment, except that (1) outdoor retail displays shall be permitted; and (2) and outdoor dining facilities shall be permitted, if otherwise permitted by law; and
- (h) The placement of any sign unless prior written approval has been obtained by the Association. The Association will use as its guide the standards set forth for the commercial development on 10th Street also developed by the Developer.
- (i) Any fence, wall, hedge, or shrub planting which does or tends to create a traffic or sight problem;
- (j) Tents, trailers, mobile homes, or any structure of a temporary nature, such as a tent, shack, or utility shed; and
- (k) Overhead electrical distribution lines, except for temporary lines as required during construction and as may otherwise be required by law or safety considerations.
- (l) In addition to uses which are restricted by other recorded covenants, conditions, restrictions or easements, the following uses are prohibited within the Parcels:
 - (i) Massage parlors, unless part of an approved fitness facility; businesses which have obscene or pornographic materials as a substantial or significant portion of their stock-in-trade;

entertainment featuring topless, nude, or partially clad performers; adult arcades; adult bookstores; escort agencies;

- (ii) Any industrial or manufacturing uses;
- (iii) Any crematorium, and any funeral home or mortuary;
- (iv) Any facility for assembling, manufacturing, distilling, refining, smelting, agriculture, or mining operations;
- (v) Any central laundry, dry cleaning plant, or laundromat, provided however, this prohibition will not be applicable to normal support facilities for on-site services limited to pick-up and delivery for any hotel/motel location on the Property;
- (vi) Used automobile, truck, trailer, or recreational vehicle sales, leasing, display (including fueling facilities) or body shop repair operations;
- (vii) Any veterinary hospital or animal raising facility or any facility providing animal boarding services;
- (viii) Any pawn shop, billiard hall, cash wash, tattoo parlor (including body piercing facilities), gun dealer, tavern, bar, or dance halls; and
- (xi) Any gambling facility or operating, including but not limited to, off-track or sport betting parlor, table games such as blackjack or poker, slot machines, video poker, keno machines, or similar devices, or bingo hall.

C. **Regulations.** The Association may adopt reasonable Rules and Regulations concerning the use of the Units and the Common Elements from time to time in the manner provided in the Articles of Incorporation and the By-laws. The Rules and Regulations included in the Prospectus are deemed adopted by the Association, and may be modified, cancelled, or otherwise changed by appropriate action of the Association.

D. **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 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 Elements to facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the Property and the display of signs. Without limitation, the Developer or its authorized agent shall be entitled to use one or more Units as "model" Units for the purpose of showing and marketing the Units to prospective purchasers.

E. **Maintenance of Units.** Responsibility for the maintenance for the Units, and restrictions upon its alterations and improvements shall be as follows:

1. By the Association. The Association shall maintain, repair and replace as a common expense of this Condominium:
 - (a) All portions of a Unit contributing to the support of the Condominium; the outside walls of the Condominium and all fixtures on its exterior; the boundary walls between Units, floor and ceiling decking, whether or not part of a Unit; load bearing columns and load bearing walls;
 - (b) 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 serving part or parts of the Condominium other than the Unit in which it is contained; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained;
 - (c) All portions of a Unit which are damaged as a result of a casualty for which the Association has secured insurance coverage;
 - (d) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.
- (2) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

- (a) To keep and maintain the Unit Owner's Unit, its equipment and fixtures 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. Each Unit Owner is expressly responsible for the damages and liability caused by the failure of the Unit Owner to comply with this paragraph. 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, exterior and interior doors, screens, glass, air conditioning and heating equipment which is contained in the Unit Owner's Unit, and the compressor/condenser which may be positioned outside the Owner's Unit, and all 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 Unit Owner's Unit which may now or hereafter be situated in or outside the Unit Owner's Unit.
 - (b) 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 Unit Owner's Unit.
 - (c) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
 - (d) To pay for plumbing and electrical repairs to fixtures and equipment located within Unit Owner's Unit and exclusively servicing Unit Owner's Unit.
 - (e) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Condominium or Property.
- (3) Alteration and Improvement. Except as elsewhere reserved to Developer, or as otherwise provided herein, neither any Unit Owner nor the Association shall make any alteration in the portions of any Condominium that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or to do anything that would jeopardize the safety or soundness of the Condominium, or impair any easement, without first

obtaining approval in writing of the Board of Directors. If the work involves any unit other than the Unit Owner's Unit, the owner of such other unit must also consent in writing to the alteration. The Association may require that a copy of plans of all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

ARTICLE X
MAINTENANCE, ALTERATION & IMPROVEMENT OF COMMON
ELEMENTS

Responsibility for the maintenance for the Property, and restrictions upon its alterations and improvements shall be as follows:

- A. **By the Association.** The maintenance and operation of the Common Elements shall be the responsibility of the Association and a common expense of this Condominium. The cost of the maintenance and operation of the Parking Garage, Residential Amenities, and Parking Spaces shall be borne equally by the Unit Owners having rights to such Limited Common Elements, which costs shall be levied on the same basis as assessments, as provided in Article VI.B. hereof.
- B. **Alteration and Improvement.** After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no material alteration nor further substantial additions to the Common Elements or to the real property which is Association property without prior approval by the owners of not less than two-thirds (2/3) of the Units within this Condominium. No such alteration or improvement shall materially interfere with the rights of any Unit Owner without his consent. This provision is intended to operate instead of the restrictions on material alterations and substantial additions contained in Section 718.113(2) of the Act.
- C. **Personal Property.** Any personal property acquired by the Association may be sold, mortgaged or otherwise disposed of by appropriate vote of the Directors of the Association without approval of the Unit Owners.

ARTICLE XII
COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation and By-Laws and the rules and regulation adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a

Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

- A. **Negligence**. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.
- B. **Fines**. The Directors may upon reasonable notice and opportunity for hearing before a committee of other Unit Owners appointed by the Board, fine and charge any offending member a sum not to exceed One Hundred Dollars (\$100.00) for each infraction of the provisions of this Declaration, the Articles of Incorporation, By-Laws or rules and regulations of the Association. The Association may levy a fine on the basis of each day of continuing violation provided that no such fine shall in the aggregate exceed \$1,000.00. No fine shall constitute a lien against the Unit. The provisions of this paragraph shall not apply to unoccupied Units. If the committee of Unit Owners does not agree with the fine, the fine may not be levied.
- C. **Costs and Attorney's Fees**. In any proceeding, including alternative dispute resolution, arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.
- D. **No Waiver of Rights**. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIII
DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS

It is Developer's intent that all improvements constructed or made by Developer in the Condominium be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with good construction and development practices for similar projects. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality,

disputes may arise as to whether a defect exists and Developer's responsibility therefor. It is Developer's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, Directors and all Unit Owners shall be bound by the following claim resolution procedure:

- A. **Developer's Right to Cure.** In the event that the Association, Board or any Unit Owner or Unit Owners (collectively "Claimant") claim, contend or allege that any portion of the Condominium, including, without limitation, the Common Elements, any Unit, and/or any improvements constructed on the Condominium, are defective or that Developer or its agents, consultants, contractors or subcontractors (collectively "Developer's Agents") were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively an "Alleged Defect"), Developer hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.
- B. **Notice to Developer.** In the event that a Claimant discovers any Alleged Defect, Claimant shall, within twenty (20) days after discovery, notify Developer, in writing, at the address specified in Article 20 ("Notices") of this Declaration, or such other address at which Developer maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").
- C. **Right to Enter, Inspect, Repair and/or Replace.** Within ninety (90) days after the receipt by Developer of a Notice of Alleged Defect or the independent discovery of any Alleged Defect by Developer, as part of Developer's reservation of right, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, the Common Elements, any Unit, and/or any improvements or other portion of the Condominium for the purposes of inspecting and, if deemed necessary by Developer, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.
- D. **Legal Actions.** No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Developer alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (iii) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (1) delivered to Developer a Notice of Alleged Defect and (2) Developer has, within ninety (90) days after its receipt of such Notice of Alleged

Defect, either (1) failed to repair or replace such Alleged Defect or (2) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion.

- E. **No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in this Article 13 shall be construed to impose any obligation on Developer to inspect, repair, replace or pay for any item or Alleged Defect for which Developer is not otherwise obligated to do under applicable law or the Purchase and Sale Agreement or other contract. The right of Developer to enter, inspect, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Developer in the Public Records of the Clerk of Court. This provision does not create any warranties, express or implied, on the part of the Developer or the Association but does not waive any warranties granted by Section 718.203 of the Act.
- F. **Limited Effect.** Nothing herein shall be interpreted in a manner which abridges or waives the remedies provided by Section 718.303 of the Act and Section 718.506 of the Act, or which impairs the Association's access to the courts, as representative of the purchasers, pursuant to Section 718.111(3) of the Act. To the limited extent this Article may be inconsistent with those provisions of Florida law, this Article is null and void..

ARTICLE XIV **SPECIFIC RIGHTS OF INSTITUTIONAL MORTGAGEES**

In addition to the rights and privileges expressly granted to business entities holding mortgages of Units in other Articles of this Declaration of Condominium ("Institutional Mortgagee"), each and every Institutional Mortgagee shall have the following rights and entitlements:

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

- C. Upon written request to the Association identifying the name and address of the Institutional Mortgagee, such Institutional Mortgagee will be entitled to timely written notice of the following:
1. Any condemnation, loss or other casualty loss which affects a material portion of the Condominium or any Unit which is encumbered by a mortgage held by the Institutional Mortgagee;
 2. Any delinquency in the payment of Assessments or Common Expenses owed by an owner of a Unit subject to a mortgage held by an Institutional Mortgagee, which remains uncured for a period of sixty (60) days;
 3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
 4. Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XV
AMENDMENTS

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

- A. **Notice**. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- B. **Approval**. A resolution for the approval of a proposed amendment may be proposed by either the Directors of the Association or by the Unit Owners in the Association, at a meeting called for this purpose. Except as elsewhere provided, such approval must be either by:
1. Approval by the Unit Owners of two-thirds (2/3) of the Units of the Condominium; or
 2. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of Units nor alter the boundaries of the Common Elements, nor create timeshare entities, nor change the configuration, size, or appearance of Units, nor make any other change which would require the consent of Unit Owners.

3. If there is an omission or error in this Declaration of Condominium or in other documents required by law to establish the Condominium, or any part thereof, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create the Condominium and such amendment need only be approved by a majority of the Unit Owners pursuant to this Declaration when proposed by the Unit Owners of the Association. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of Unit Owners, unless the affected Unit Owners consent in writing. This subsection does not restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of Unit Owners are not materially or adversely affected.
- C. **Proviso.** Provided, however, notwithstanding the foregoing, any amendment changing any Unit or the share in the Common Elements appurtenant to it, or increasing the owner's share of the Common Expenses, shall require the approval of the record owner of the Unit concerned and two thirds of the record owners of all other Units. Amendments to the Declaration which materially affect the rights or interests of a mortgagee, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, shall require the consent of the mortgagee of the Unit so affected. Such consent by the mortgagee may not be unreasonably withheld. It shall be presumed that, except for those matters described in subsections (4) and (8) of Section 718.110 of the Act, amendments to this Declaration do not materially affect the rights or interests of mortgagees. Consent by the mortgagee shall be evidenced as provided by law.
- D. **Special Amendments.** In addition to any other method of amending this Declaration provided for elsewhere herein, Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Florida

Condominium Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any amendment thereto or (v) to make any other nonmaterial change in this Declaration or any Exhibit hereto or any amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each owner, mortgagee or other lienholder. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The reserved rights of the Developer under this Article shall terminate ten (10) years from the date of recording of the Declaration. Notwithstanding any of the foregoing, to the extent the foregoing is inconsistent with Section 718.110 of the Act or any other provision relating to the amendment of the Declaration, this Article is null and void. This reservation of rights shall expire upon turnover of the Association to the Unit Owners, or when the Developer is no longer offering Units for sale in the ordinary course of business, whichever first occurs.

Furthermore, notwithstanding any other provision hereof, the Developer reserves the right, at any time, without the approval of the Association or any Unit Owner, to correct a scrivener's error pursuant to 718.110(5) of the Act, or to correct an error or omission pursuant to Section 718.110(9) of the Act.

- E **Execution and Recording.** A copy of each amendment shall be attached to or incorporated in a certificate certifying that the amendment was adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate is recorded in the Public Records of Bay County, Florida.

ARTICLE XVI **TERMINATION**

In addition to the manner provided by the Condominium Act, the Condominium will be terminated without agreement if it is determined in the manner elsewhere provided in this Declaration that the Condominium shall not be reconstructed because of major damage. When the Directors intend to terminate the condominium, or dissolve or terminate the Association, the Directors shall notify the Division before taking any action to terminate the Condominium or the Association. Upon the recordation of the instrument evidencing the consent of all of the Unit Owners to terminate the Condominium, the Association within thirty (30) days shall notify the Division of Florida Land Sales, Condominiums, and Mobile

Homes (the "Division") of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the Public Records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the Clerk.

Notwithstanding the foregoing, in the event seventy-five percent (75%) of the Unit Owners vote to terminate the Condominium, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit 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:

- A. **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 Unit Owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and purchaser.
- B. **Purchase 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. The arbitrators will be appointed by the Seller and the Purchaser, one by each. The arbitrators shall then select a third arbitrator. The arbitrators shall base their determination upon an average of their appraisals of the Unit. 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.
- C. **Closing.** The purchase price shall be paid in cash at closing, which shall be held no more than thirty (30) days following determination of the sale price.

ARTICLE XVII
SEVERABILITY

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



Any disputes between Unit Owners, or between a Unit Owner and the Association, arising out of this Declaration, if not resolved informally, shall be submitted to alternative dispute resolution as provided in the By Laws of the Association.

ARTICLE XIX
GENDER

Whenever the context of this Declaration reasonably allows the same, the singular shall include the plural and the plural the singular and the masculine shall include the feminine and the neuter.

ARTICLE XX
NOTICE

Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and (a) hand delivered to any party, (b) sent by telecopy to the telecopy number for such party listed below, or (c) sent by Federal Express or other nationally-recognized guaranteed overnight courier service to the address of such party set forth below, and if hand-delivered shall be deemed delivered upon receipt, if telecopies, shall be deemed delivered upon confirmation of receipt either telephonically or by facsimile, and if sent by Federal Express or other nationally-recognized guaranteed overnight courier service, shall be deemed delivered one day after having been properly and timely deposited with the courier service if designated for next day delivery and addressed as follows:

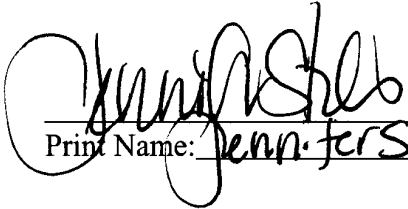
- A. If to the Developer, to: St. Andrew Bay Condominiums LLC
Attn: Neil R. Juneau
3801 Plaza Tower Drive
Baton Rouge, LA 70816

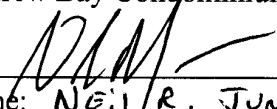
- B. If to the Association: Harbour Village at Historic St. Andrews, Inc.
Attention: President.
3001 W. 10th Street
Panama City, FL 32401


IN WITNESS WHEREOF, the Developer has executed this Declaration this 9th day of MARCH, 2004.

DEVELOPER

St. Andrew Bay Condominiums LLC


Print Name: Jennifer Stiles

By: 
Name: Neil R. Juneau
Its: MANAGER


Print Name: DEBRA S. COTTRILL

STATE OF LOUISIANA
PARISH OF East Baton Rouge

The foregoing instrument was acknowledged before me this 9th day of MARCH, 2004 by NEIL R. JINEAU as MANAGER of St. Andrew Bay Condominiums LLC, a Florida limited liability company (notary **must** check applicable box)

is personally known to me.

produced a current _____ driver's license as identification.

produced _____ as identification.



Justin O'Brien
(Print Name) Justin O'Brien
Notary Public
Serial # 26447
My Commission Expires: DEATH

THIS INSTRUMENT PREPARED BY:
J. ROBERT HUGHES, ESQ.
BARRON, REDDING, HUGHES, FITE,
FENSOM, SANBORN & KIEHN, PA
P. O. Box 2467
Panama City, Florida 32402

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"
Legal Description

**DESCRIPTION OF HARBOUR VILLAGE AT HISTORIC ST. ANDREWS, A
CONDOMINIUM:**

FOR: ST. ANDREW BAY CONDOMINIUMS, L.L.C

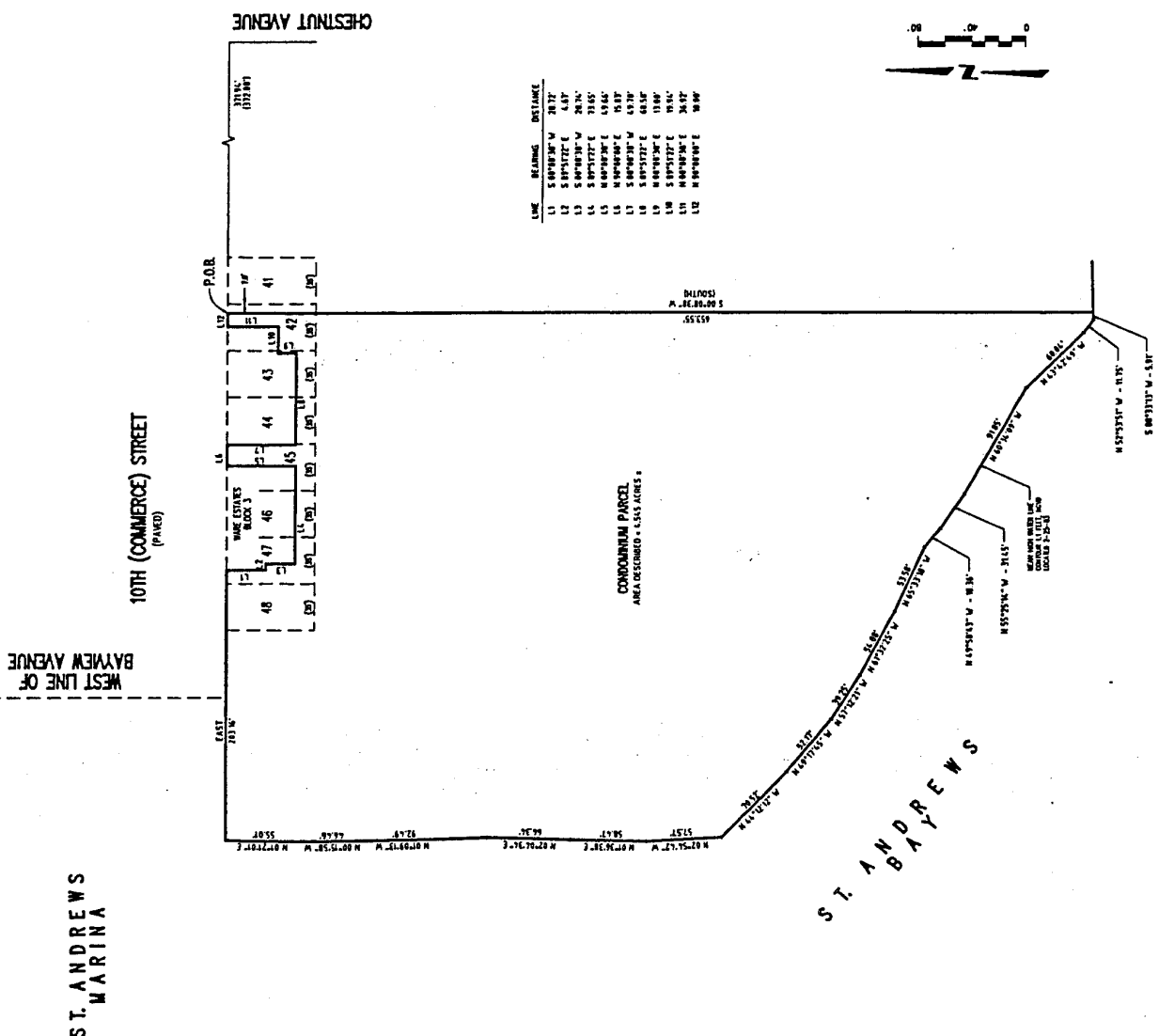
DESCRIPTION OF CONDOMINIUM PARCEL: BEGIN AT A POINT 7.00 FEET WEST OF THE NORTHWEST CORNER OF LOT 41, BLOCK 3, OF WARE ESTATE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 15 WEST, ACCORDING TO THE PLAT RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, THENCE SOUTH 00 DEGREES 08 MINUTES 38 SECONDS WEST FOR 654 FEET, MORE OR LESS, TO THE WATER'S EDGE OF ST. ANDREWS BAY; THENCE WESTERLY AND NORTHERLY ALONG THE WATER'S EDGE OF ST. ANDREWS BAY FOR 863 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF COMMERCE STREET; THENCE EAST ALONG SAID RIGHT OF WAY LINE FOR 203.16 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 38 SECONDS WEST FOR 28.72 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 22 SECONDS EAST FOR 4.67 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 38 SECONDS WEST FOR 20.74 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 22 SECONDS EAST FOR 73.65 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 38 SECONDS EAST FOR 49.66 FEET TO SAID SOUTH RIGHT OF WAY LINE OF COMMERCE STREET; THENCE EAST ALONG SAID RIGHT OF WAY LINE FOR 15.83 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 38 SECONDS WEST FOR 49.70 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 22 SECONDS EAST FOR 68.58 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 38 SECONDS EAST FOR 13.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 22 SECONDS EAST FOR 19.94 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 38 SECONDS EAST FOR 36.92 FEET TO SAID SOUTH RIGHT OF WAY LINE OF COMMERCE STREET; THENCE EAST ALONG SAID RIGHT OF WAY LINE FOR 10.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

SURVEY

EXHIBIT "B"
Survey

FOR: ST. ANDREW BAY CONDOMINIUMS, LLC
 DESCRIPTION OF CONDOMINIUM PARCEL, BEING A POINT 7.06 FEET WEST OF THE NORTHWEST CORNER OF LOT 41, BLOCK 3 OF WARE TRAIL, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 19 N, RANGE 17 E, COUNTY OF BAY COUNTY, FLORIDA, RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THIS PARCEL IS BEING OFFERED FOR SALE TO THE PUBLIC BY ST. ANDREW BAY CONDOMINIUMS, LLC. THE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 84 FEET, THENCE WESTERLY AND NORTHERLY ALONG THE WATER'S EDGE OF ST. ANDREW BAY FOR 483 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE FOR 203.19 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 87 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 303.74 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 303.74 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 32 SECONDS EAST FOR 17.85 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 48.94 FEET TO SAID SOUTH RIGHT OF WAY LINE OF COMMERCIAL STREET; THENCE EAST ALONG SAID RIGHT OF WAY LINE FOR 19.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 89.79 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 88.88 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST FOR 112.00 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 32 SECONDS WEST FOR 48.94 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST FOR 112.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF COMMERCIAL STREET; THENCE EAST ALONG SAID RIGHT OF WAY LINE FOR 10.00 FEET TO THE POINT OF BEGINNING.



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STANDARDS AND ABREVIATIONS
 P.A.B. POINT OF BEGINNING
 P.O.B. POINT OF BEGINNING
 E.C. EXISTING CURB
 W.L. WATER LINE
 S.E. SURVEY ERROR
 M.S. MEASURED SURVEY
 B.L. BOUNDARY LINE
 H.S. HIGHWAY SURVEY
 M.S. MEASURED SURVEY
 B.L. BOUNDARY LINE
 H.S. HIGHWAY SURVEY

CONDOMINIUM PROJECT AND PROJECT BY
 NAME OF PROJECT: ST. ANDREW BAY CONDOMINIUMS, LLC
 PROJECT NO.: 2411
 PREPARED BY: [Signature]
 DATE: 10/15/11
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1
 PROJECT NO. 2411
 SHEET NO. 1 OF 1
 DATE: 10/15/11
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1

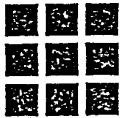
EXHIBIT "C"
GRAPHIC DEPICTIONS

HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUM DOCUMENT INDEX

DRAWING NO.	CONTENT	RELEASE DATE	LATEST REVISION DATE
INDEX	CONDOMINIUM DOCUMENT INDEX	08/15/03	
FL 1	GROUND FLOOR PLAN WITH SITE AND GARAGE	08/15/03	
FL 1A	GROUND FLOOR PLAN - NORTH SIDE	08/15/03	
FL 1B	GROUND FLOOR PLAN - SOUTH SIDE	08/15/03	
FL 2	SECOND FLOOR PLAN WITH LANDSCAPED PLAZA	08/15/03	
FL 2A	SECOND FLOOR PLAN - NORTH SIDE	08/15/03	
FL 2B	SECOND FLOOR PLAN - SOUTH SIDE	08/15/03	
FL 3	THIRD FLOOR PLAN	08/15/03	
FL 3A	THIRD FLOOR PLAN - NORTH SIDE	08/15/03	
FL 3B	THIRD FLOOR PLAN - SOUTH SIDE	08/15/03	
FL 4	FOURTH FLOOR PLAN	08/15/03	
FL 4A	FOURTH FLOOR PLAN - NORTH SIDE	08/15/03	
FL 4B	FOURTH FLOOR PLAN - SOUTH SIDE	08/15/03	
FL 5	FIFTH FLOOR PLAN	08/15/03	
FL 5A	FIFTH FLOOR PLAN - NORTH SIDE	08/15/03	
FL 5B	FIFTH FLOOR PLAN - SOUTH SIDE	08/15/03	
FL 6	SIXTH FLOOR PLAN	08/15/03	
FL 6A	SIXTH FLOOR PLAN - NORTH SIDE	08/15/03	
FL 6B	SIXTH FLOOR PLAN - SOUTH SIDE	08/15/03	
FL 7	SEVENTH FLOOR PLAN	08/15/03	
FL 7A	SEVENTH FLOOR PLAN - NORTH SIDE	08/15/03	
FL 7B	SEVENTH FLOOR PLAN - SOUTH SIDE	08/15/03	
FL 8	PENTHOUSE FLOOR PLAN	08/15/03	
FL 8A	PENTHOUSE FLOOR PLAN - NORTH SIDE	08/15/03	
FL 8B	PENTHOUSE FLOOR PLAN - SOUTH SIDE	08/15/03	
ELEV W-1	WEST ELEVATION - PART 1	08/15/03	
ELEV W-2	WEST ELEVATION - PART 2	08/15/03	
ELEV S	SOUTH ELEVATION	08/15/03	
ELEV E	EAST ELEVATION	08/15/03	
UNIT A	UNIT A - 2 BEDROOM / 2 BATH	08/15/03	
UNIT B	UNIT B - 2 BEDROOM / 2.5 BATH	08/15/03	
UNIT B.1	UNIT B.1 - 2 BEDROOM / 2.5 BATH	08/15/03	
UNIT C	UNIT C - 3 BEDROOM / 3 BATH	08/15/03	
UNIT C.1	UNIT C.1 - 3 BEDROOM / 3 BATH	08/15/03	
UNIT C.2	UNIT C.2 - 3 BEDROOM / 3 BATH	08/15/03	
UNIT D	UNIT D - 3 BEDROOM / 3.5 BATH	08/15/03	
UNIT E	UNIT E - 3 BEDROOM / 3 BATH	08/15/03	

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Ai Group

HARBOUR VILLAGE *at historic St. Andrews*

Panama City, Flor

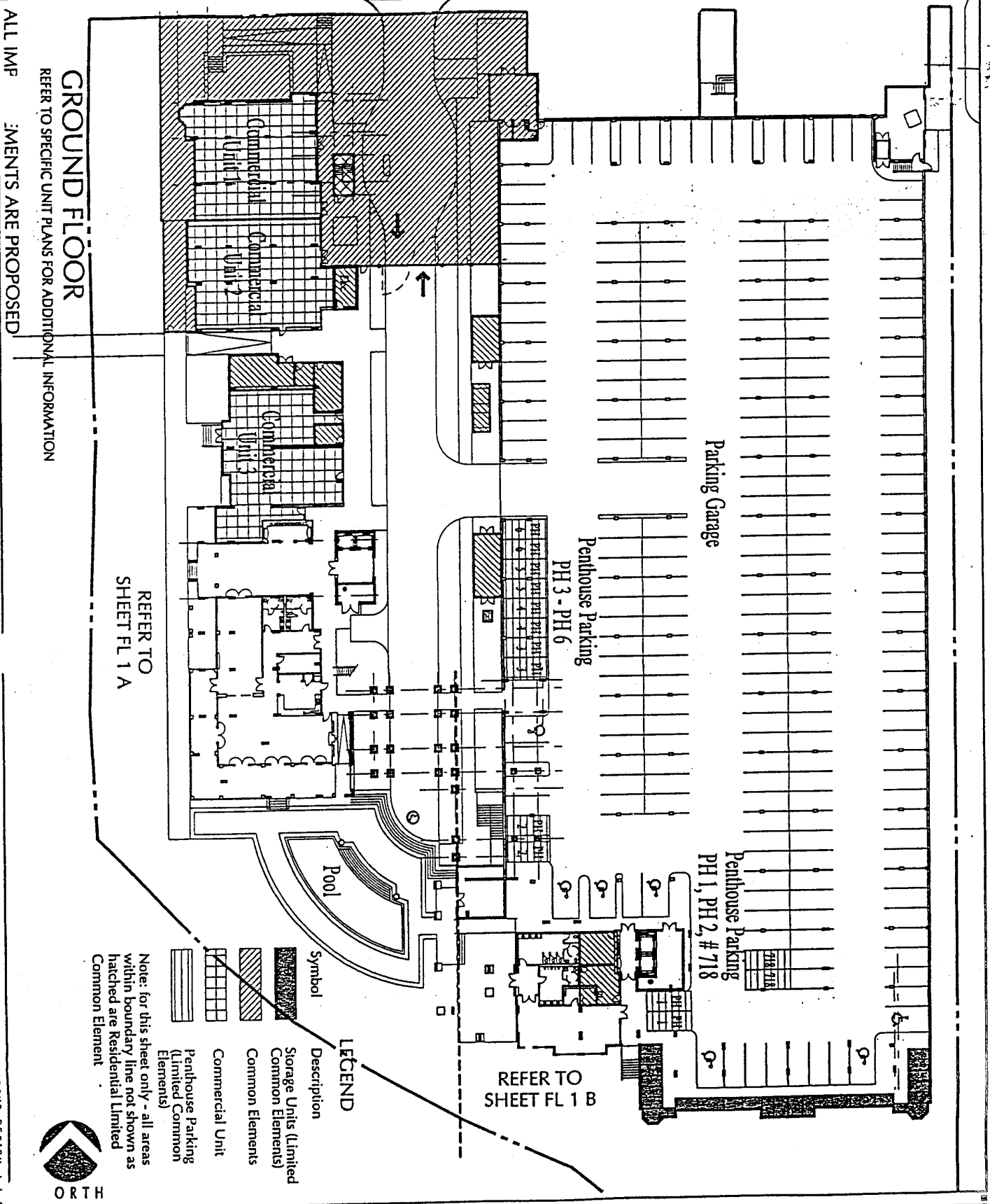
SCALE

08.15.03

DATE

INDEX

SHEET NUMBER
0308.00
PROJECT NUMBER



GROUND FLOOR
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION
 ALL IMPLEMENTS ARE PROPOSED

REFER TO SHEET FL 1 A

REFER TO SHEET FL 1 B

LEGEND

Symbol	Description
	Storage Units (Limited Common Elements)
	Common Elements
	Commercial Unit
	Penthouse Parking (limited Common Elements)

Note: for this sheet only - all areas within boundary line not shown as hatched are Residential Limited Common Element



HARBOUR VILLAGE

at historic St Andrews

Panama City, Florida

1" = 60'-0"
 SCALE

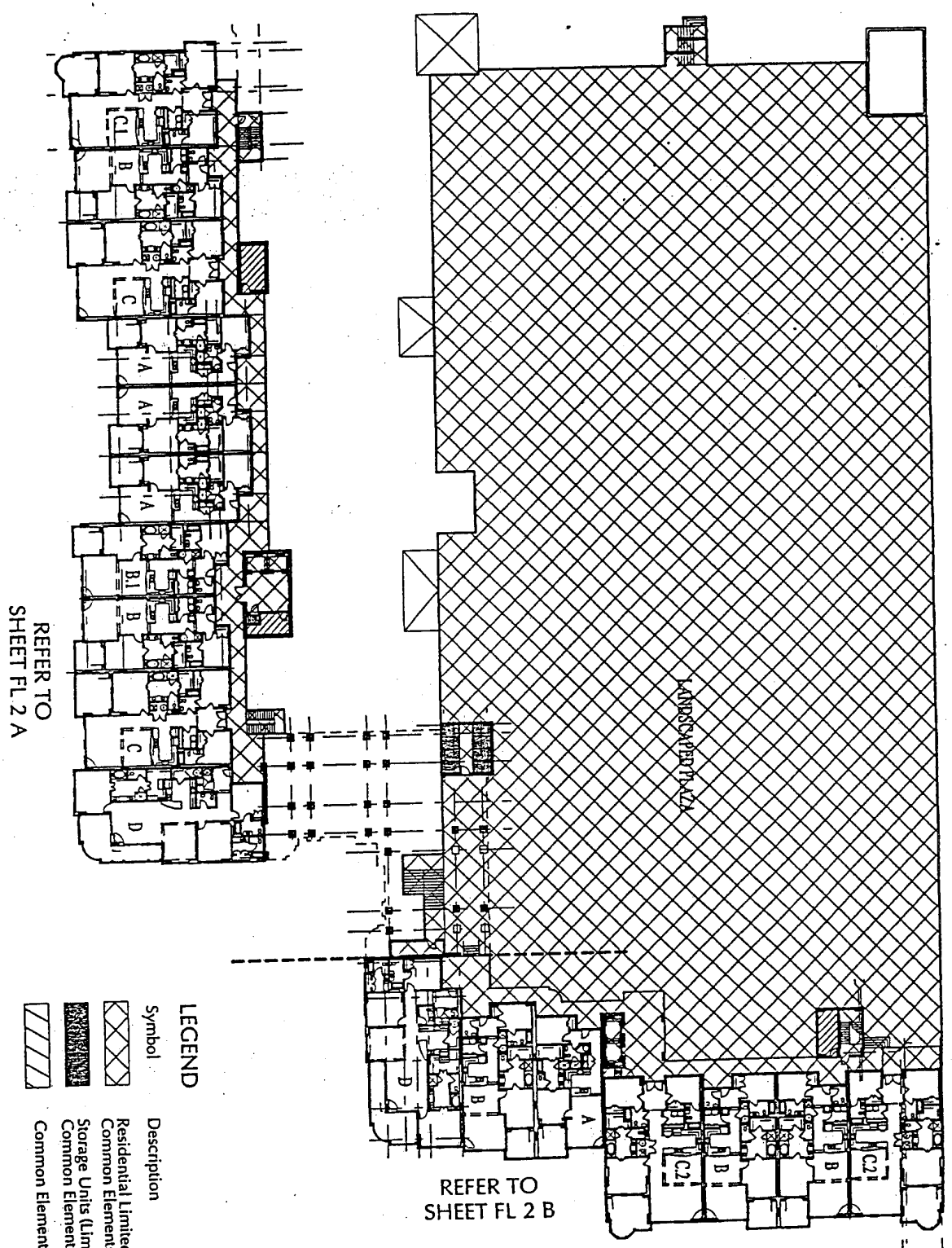
09.16.03
 DATE

FL 1

SHEET NUMBER
 0308.00
 PROJECT NUMBER

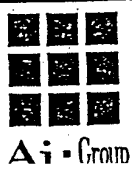
ALL IMPL. ELEMENTS ARE PROPOSED

SECOND FLOOR
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



HARBOUR VILLAGE *at historic St. Andrews*

Panama City, Florida

1" = 60'-0"
SCALE

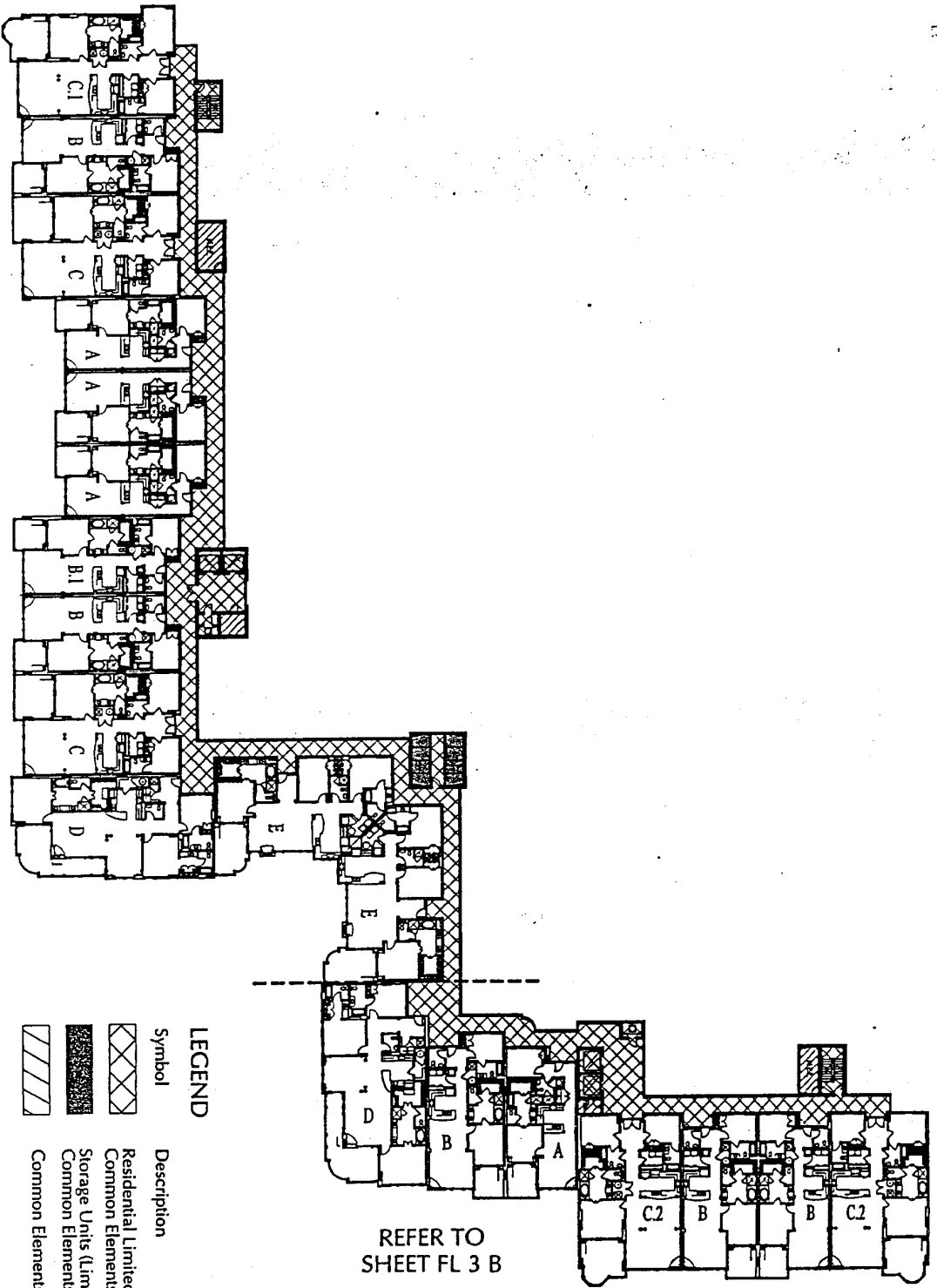
09.16.03
DATE

FL 2
SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

THIRD FLOOR
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

REFER TO SHEET FL 3 A



Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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HARBOUR VILLAGE

*at historic
St. Andrews*

Panama City, Florida

1" = 60'-0"
SCALE

08.15.03
DATE

FL 3

SHEET NUMBER
0308.00
PROJECT NUMBER

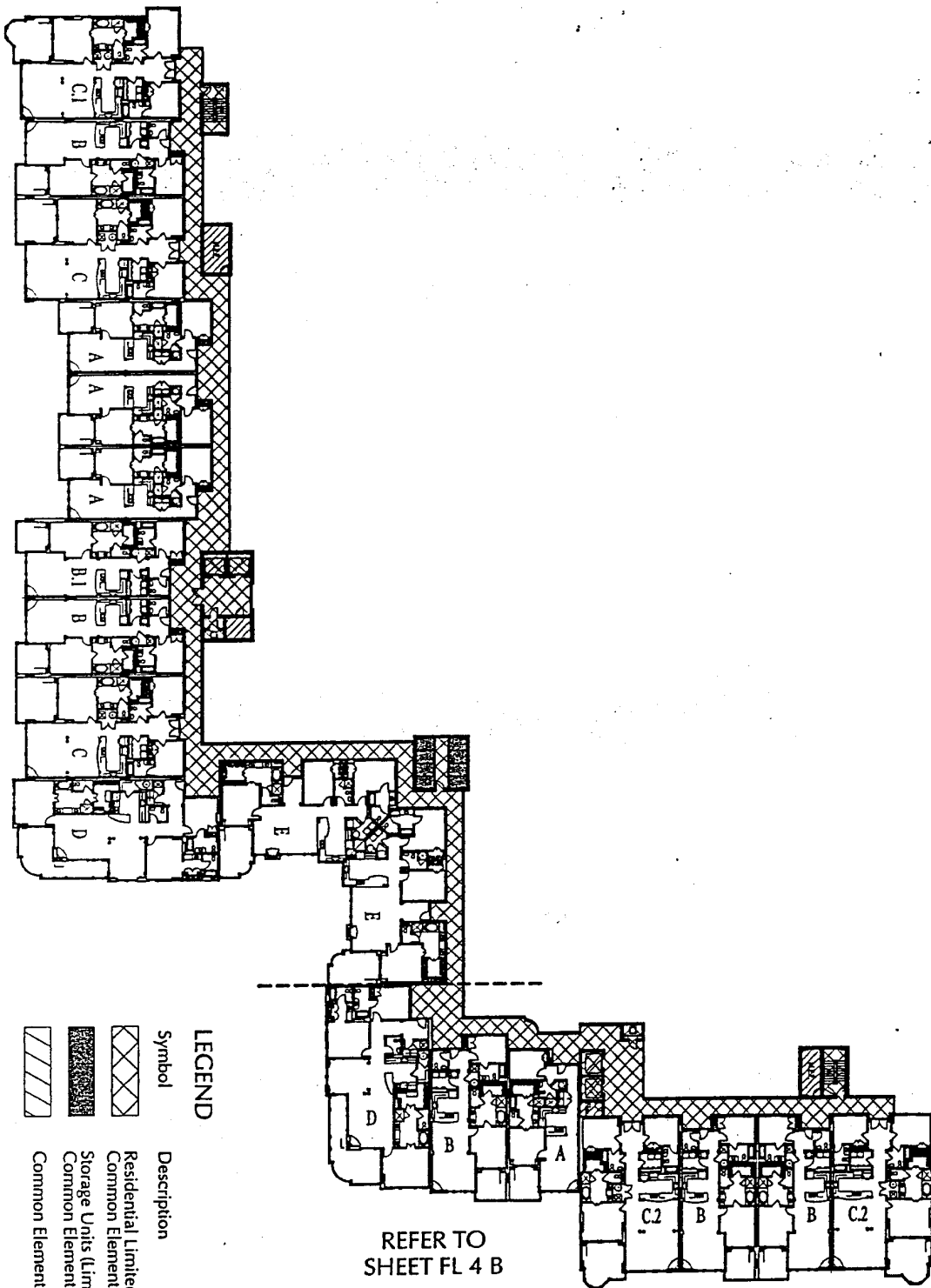
L RIGHTS RESERVED

ALL IMPR
AGENTS ARE PROPOSED

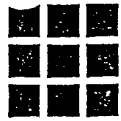
FOURTH FLOOR

REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

REFER TO
SHEET FL 4 A



Symbol	Description
	Residential Limited Common Elements
	Storage Units (limited Common Elements)
	Common Elements



Ai Group

HARBOUR VILLAGE

*at historic
St. Andrews*

Panama City, Florida

1" = 60'-0"
SCALE

08.15.03
DATE

FL 4

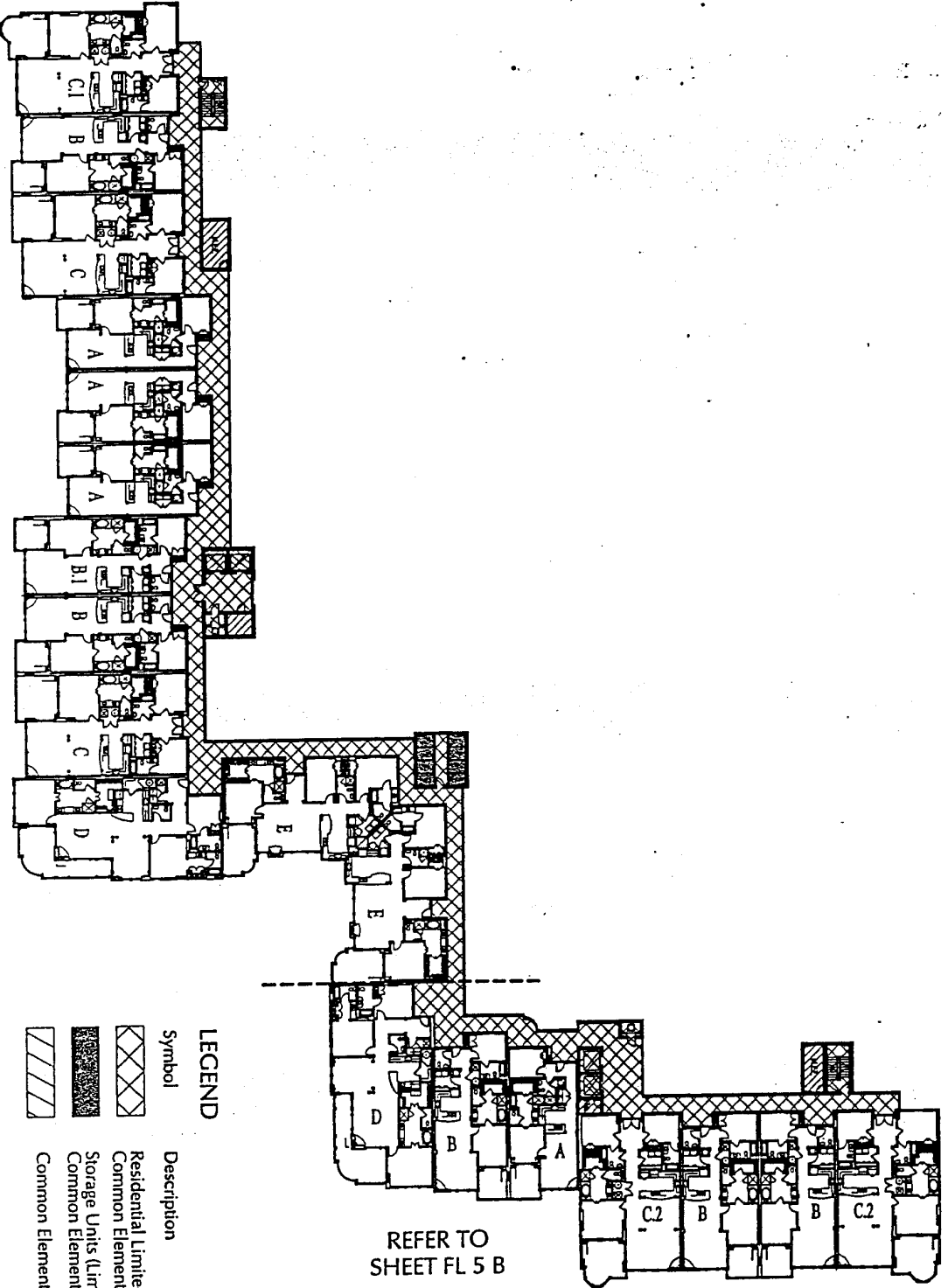
SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMP

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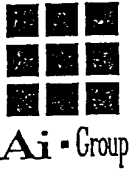
FIFTH FLOOR
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

REFER TO
SHEET FL 5 A



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (limited Common Elements)
	Common Elements



HARBOUR VILLAGE

*at historic
St Andrews*

Panama City, Florida

1" = 60'-0"
SCALE

08.15.03
DATE

FL 5

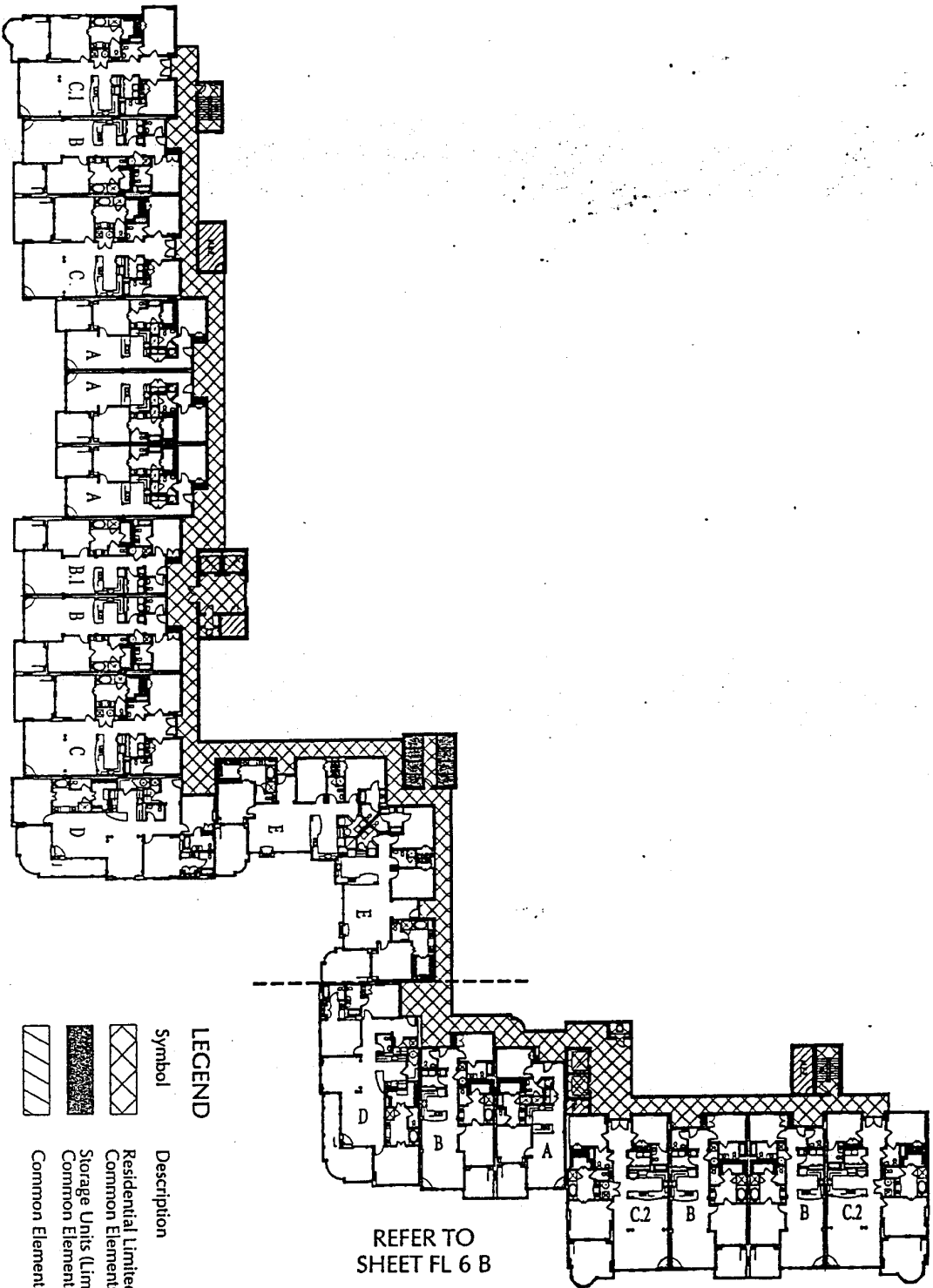
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0308.00
PROJECT NUMBER

ALL IMP

MENTS ARE PROPOSED

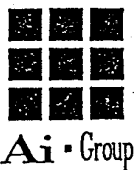
SIXTH FLOOR
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

REFER TO SHEET FL 6 A



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (limited Common Elements)
	Common Elements



HARBOUR VILLAGE

at historic St Andrews

Panama City, Florida

1" = 60'-0"
SCALE

08.15.03
DATE

FL 6

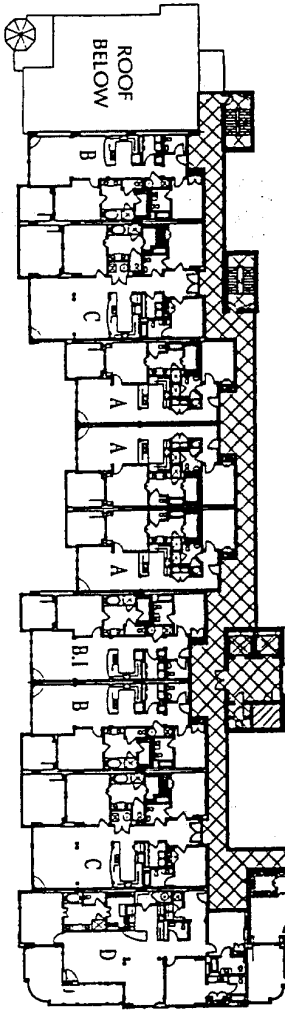
SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPR

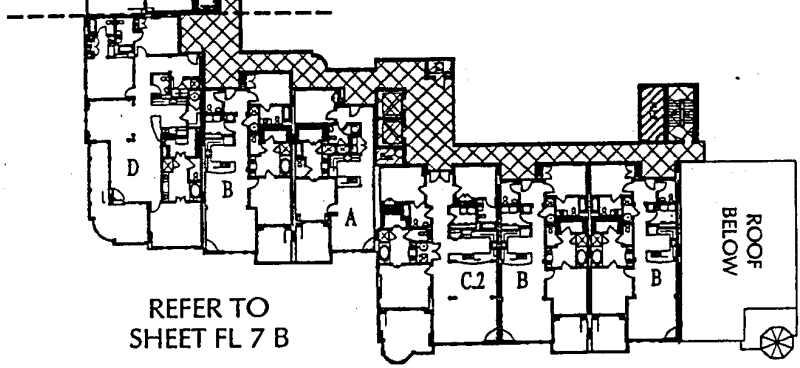
AGENTS ARE PROPOSED

SEVENTH FLOOR
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

REFER TO SHEET FL 7 A



REFER TO SHEET FL 7 B

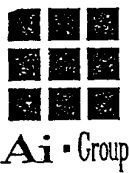


LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (limited Common Elements)
	Common Elements



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HARBOUR VILLAGE *at historic St Andrews*

Panama City, Florida

1" = 60'-0"
SCALE

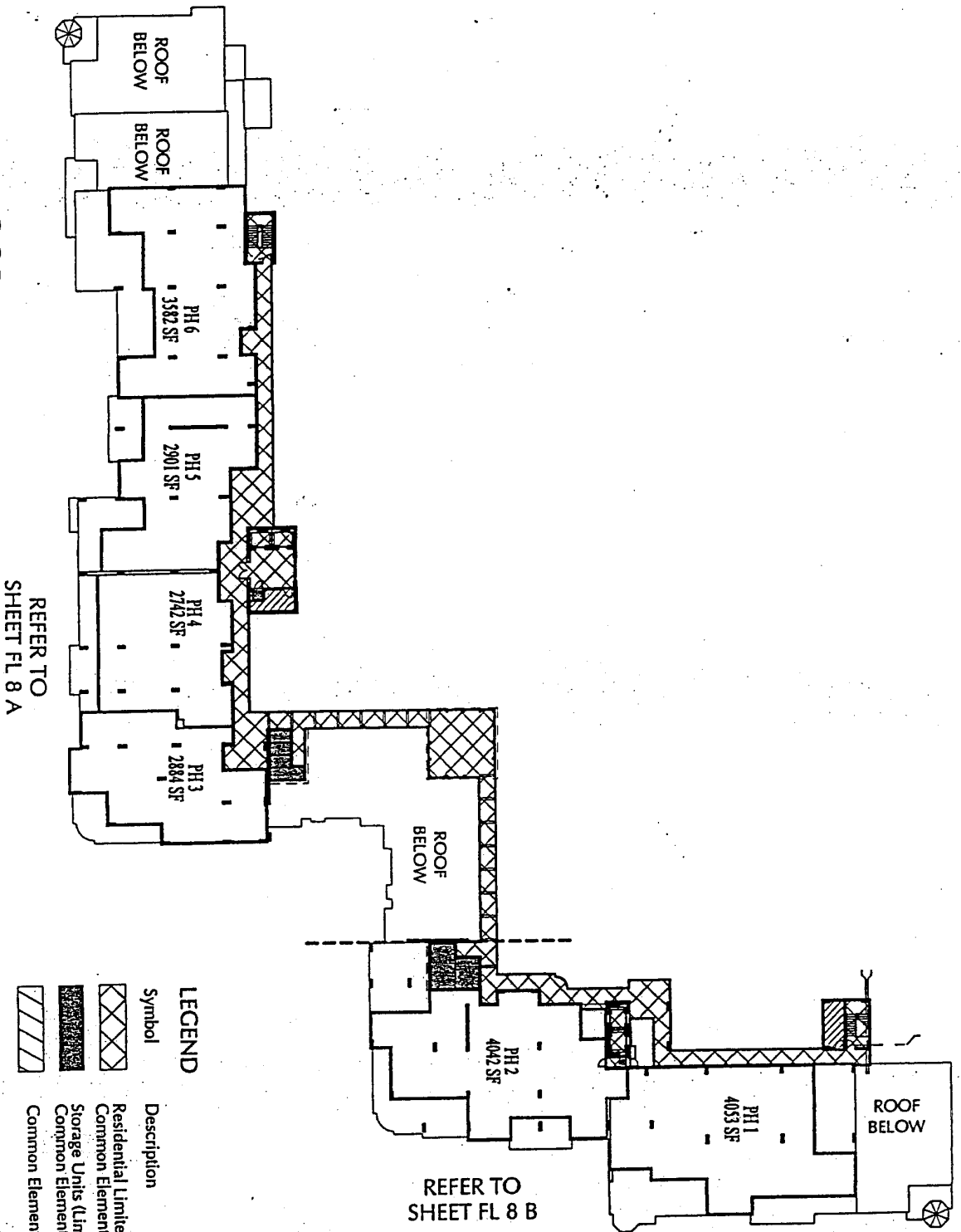
08.15.03
DATE

FL 7

SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

EIGHTH FLOOR
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



REFER TO SHEET FL 8 A

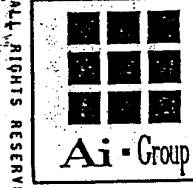
REFER TO SHEET FL 8 B

LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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HARBOUR VILLAGE

at historic St Andrews

Panama City, Florida

1" = 60'-0"
SCALE

09.16.03
DATE

FL 8

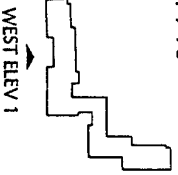
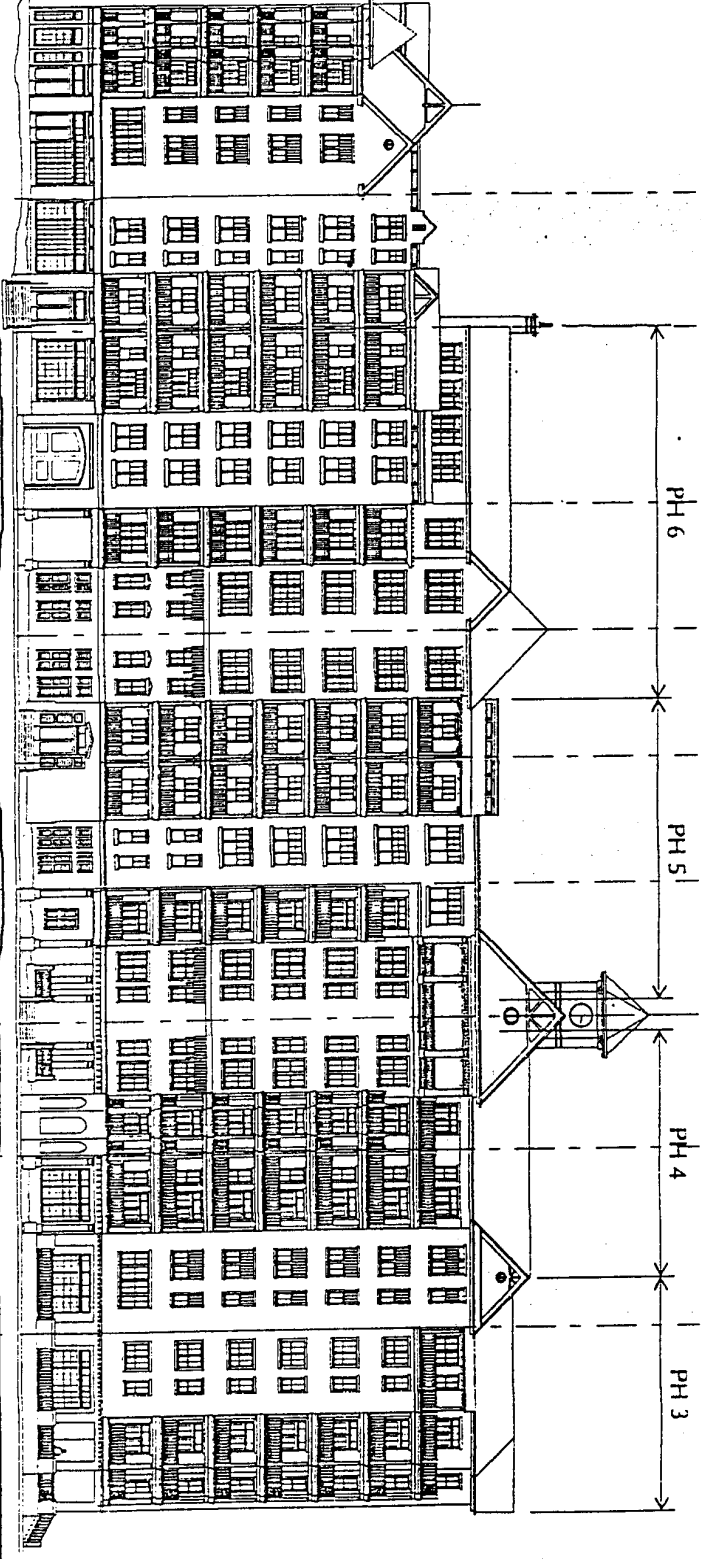
SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPK MENTS ARE PROPOSED

WEST ELEVATION - 1



- # 201
- # 301
- # 401
- # 501
- # 601
- # 202
- # 302
- # 402
- # 502
- # 602
- # 702
- # 203
- # 303
- # 403
- # 503
- # 603
- # 703
- # 204
- # 304
- # 404
- # 504
- # 604
- # 704
- # 205
- # 305
- # 405
- # 505
- # 605
- # 705
- # 206
- # 306
- # 406
- # 506
- # 606
- # 706
- # 207
- # 307
- # 407
- # 507
- # 607
- # 707
- # 208
- # 308
- # 408
- # 508
- # 608
- # 708
- # 209
- # 309
- # 409
- # 509
- # 609
- # 709
- # 210
- # 310
- # 410
- # 510
- # 610
- # 710



HARBOUR VILLAGE

at historic
St Andrews

1" = 40'-0"
SCALE

ELEV W-1

Panama City, Florida

08.15.03
DATE

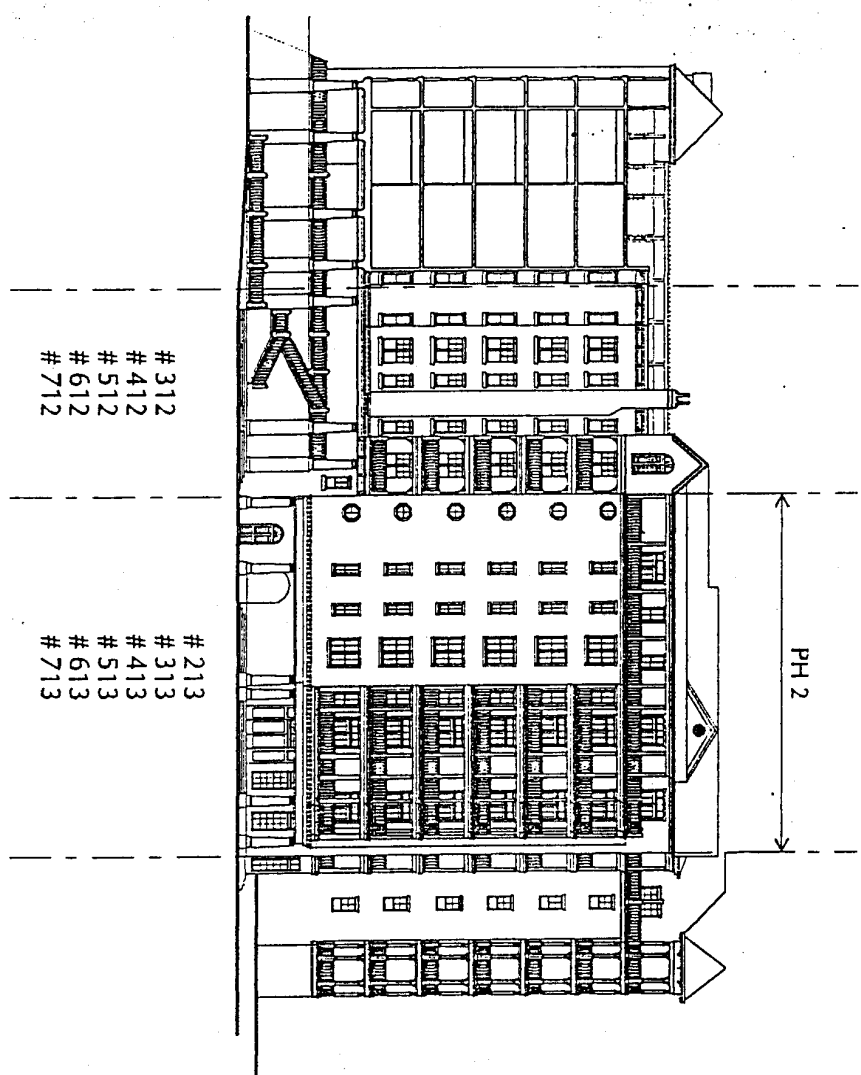
SHEET NUMBER
0308.00
PROJECT NUMBER



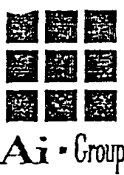
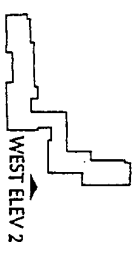
DATE PLOTTED: 08/15/03 10:26 AM

ALL IMPROVEMENTS ARE PROPOSED

WEST ELEVATION - 2



- # 312
 - # 412
 - # 512
 - # 612
 - # 712
-
- # 213
 - # 313
 - # 413
 - # 513
 - # 613
 - # 713



HARBOUR VILLAGE

*at historic
St Andrews*

Panama City, Florida

1" = 40'-0"
SCALE

08.15.03
DATE

ELEV W-2

SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

SOUTH ELEVATION

0' 5" 20' 50'

210
310
410
510
610
710

311
411
511
611
711

213
313
413
513
613
713

214
314
414
514
614
714

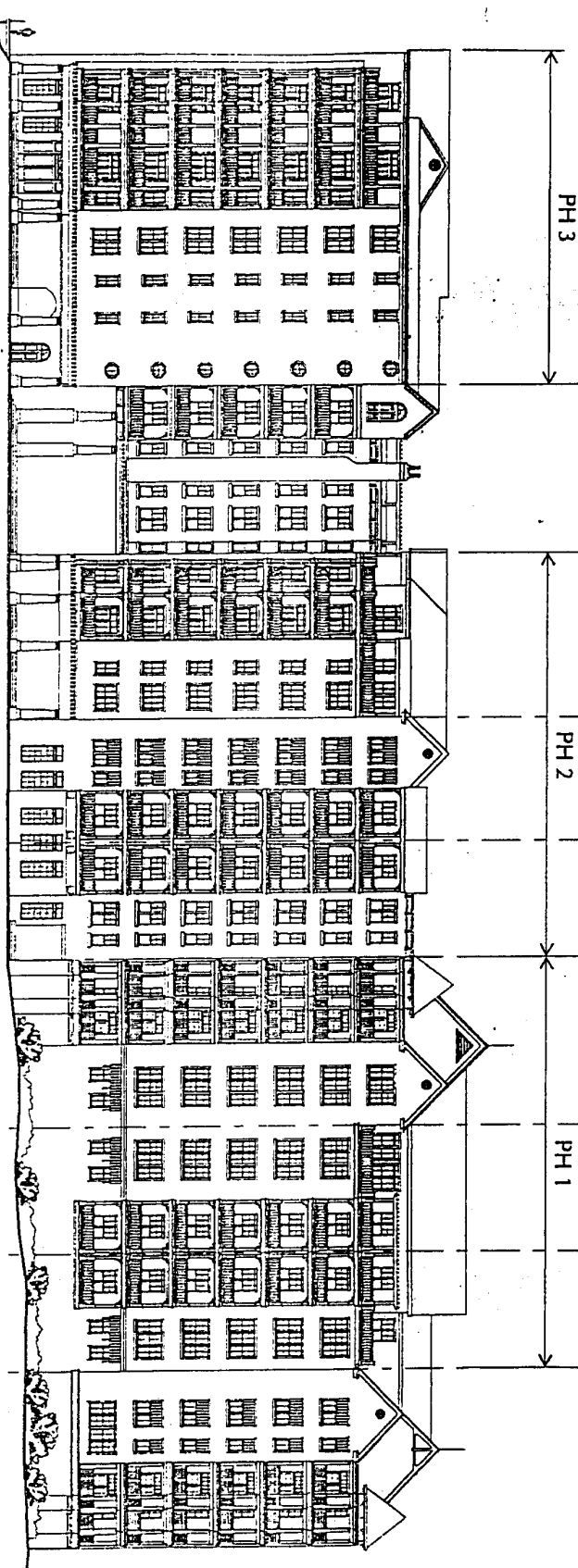
215
315
415
515
615
715

216
316
416
516
616
716

217
317
417
517
617
717

218
318
418
518
618
718

219
319
419
519
619

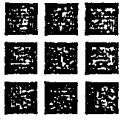


PH 3

PH 2

PH 1

SOUTH ELEV



Ai Group

HARBOUR VILLAGE

at historic
St Andrews

Panama City, Florida

1" = 40'-0"
SCALE

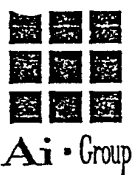
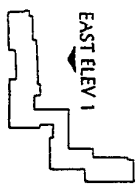
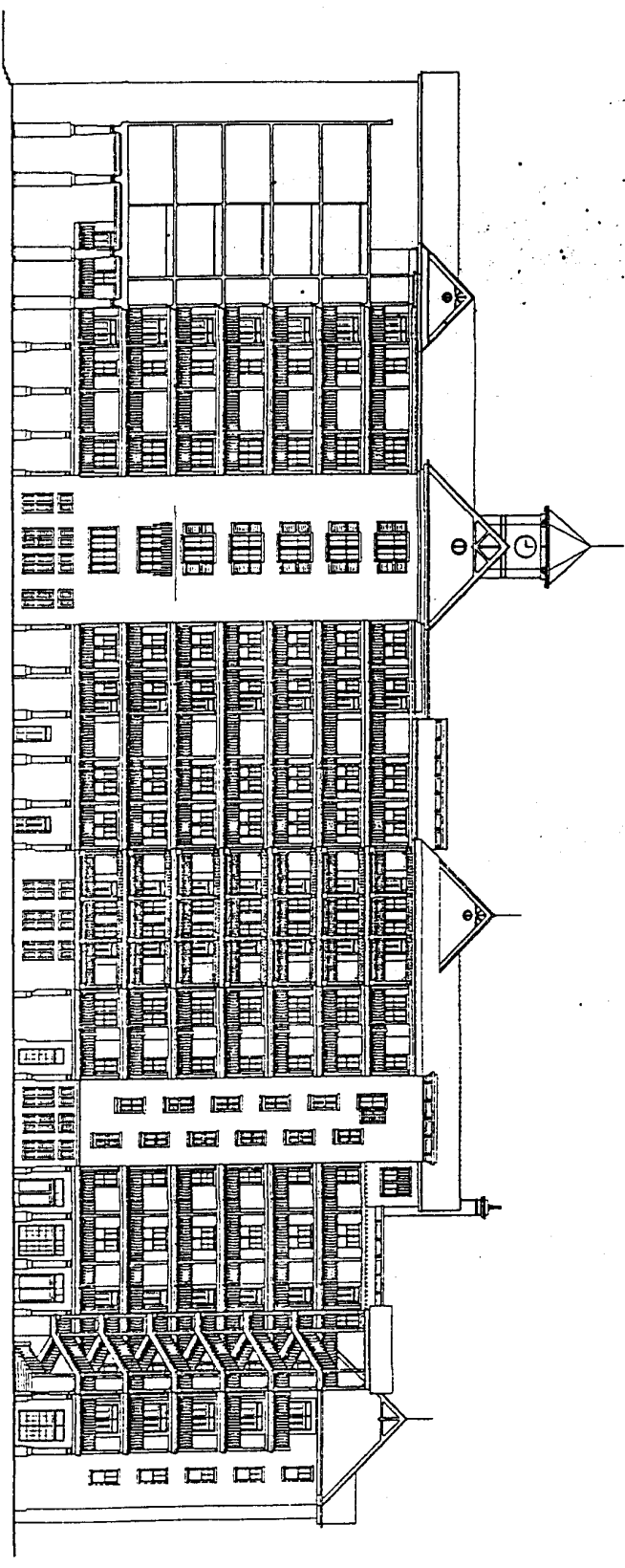
08.15.03
DATE

ELEV S

SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

EAST ELEVATION
 0 5 20 50



HARBOUR VILLAGE

*at historic
 St Andrews*

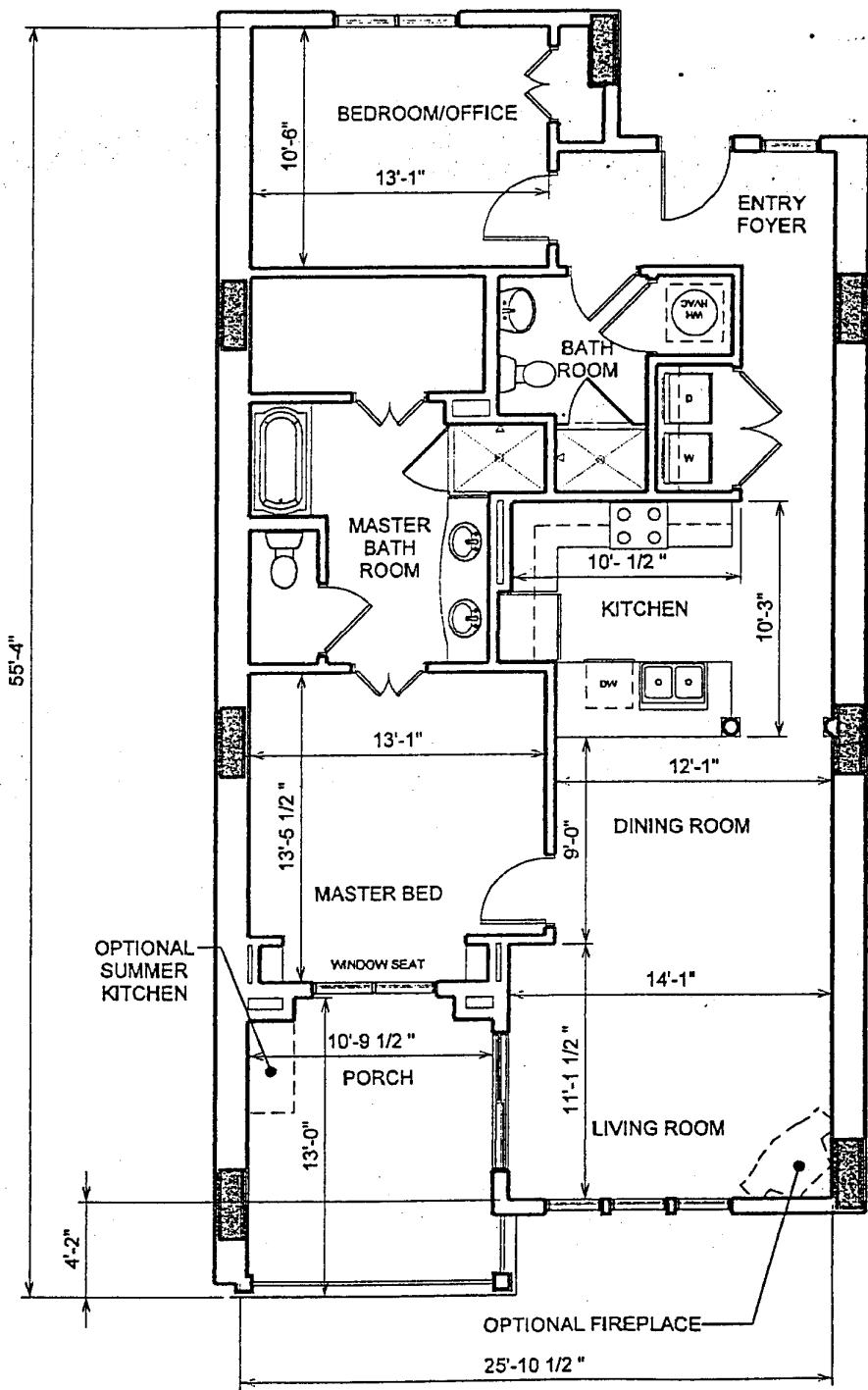
1" = 40'-0"
 SCALE

ELEV E

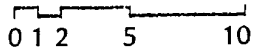
Panama City, Florida

08.15.03
 DATE

SHEET NUMBER
 0308.00
 PROJECT NUMBER



UNIT ADDRESS	
# 204	# 205*
# 304	# 305*
# 404	# 405*
# 504	# 505*
# 604	# 605*
# 704	# 705*
# 206	# 215
# 306	# 315
# 406	# 415
# 506	# 515
# 606	# 615
# 706	# 715
* MIRRORED FLOOR PLAN	
HEATED: 1252 SF	
BALCONY: 153 SF	



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HARBOUR VILLAGE

at historic St. Andrews

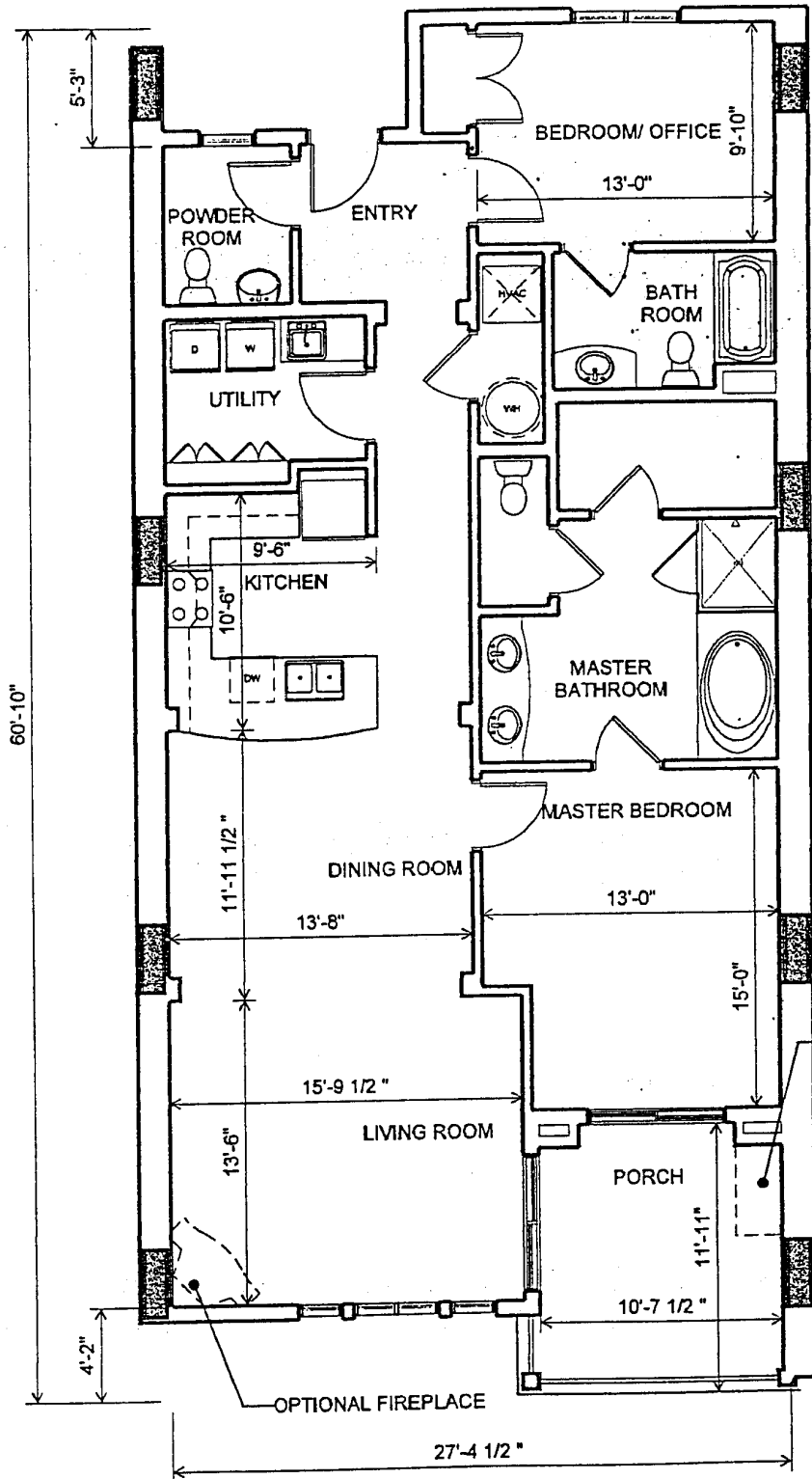
Panama City, Florida

1/8" = 1'-0"
SCALE

08.15.03
DATE

UNIT A

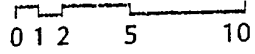
UNIT TYPE
0308.00
PROJECT NUMBER



UNIT ADDRESS	
# 202	# 208
# 302	# 308
# 402	# 408
# 502	# 508
# 602	# 608
# 702	# 708
# 214	# 217
# 314	# 317
# 414	# 417
# 514	# 517
# 614	# 617
# 714	# 717
# 218*	
# 318*	
# 418*	
# 518*	
# 618*	
# 718*	
* MIRRORED FLOOR PLAN	
HEATED: 1496 SF	
BALCONY: 139 SF	


OPTIONAL SUMMER KITCHEN

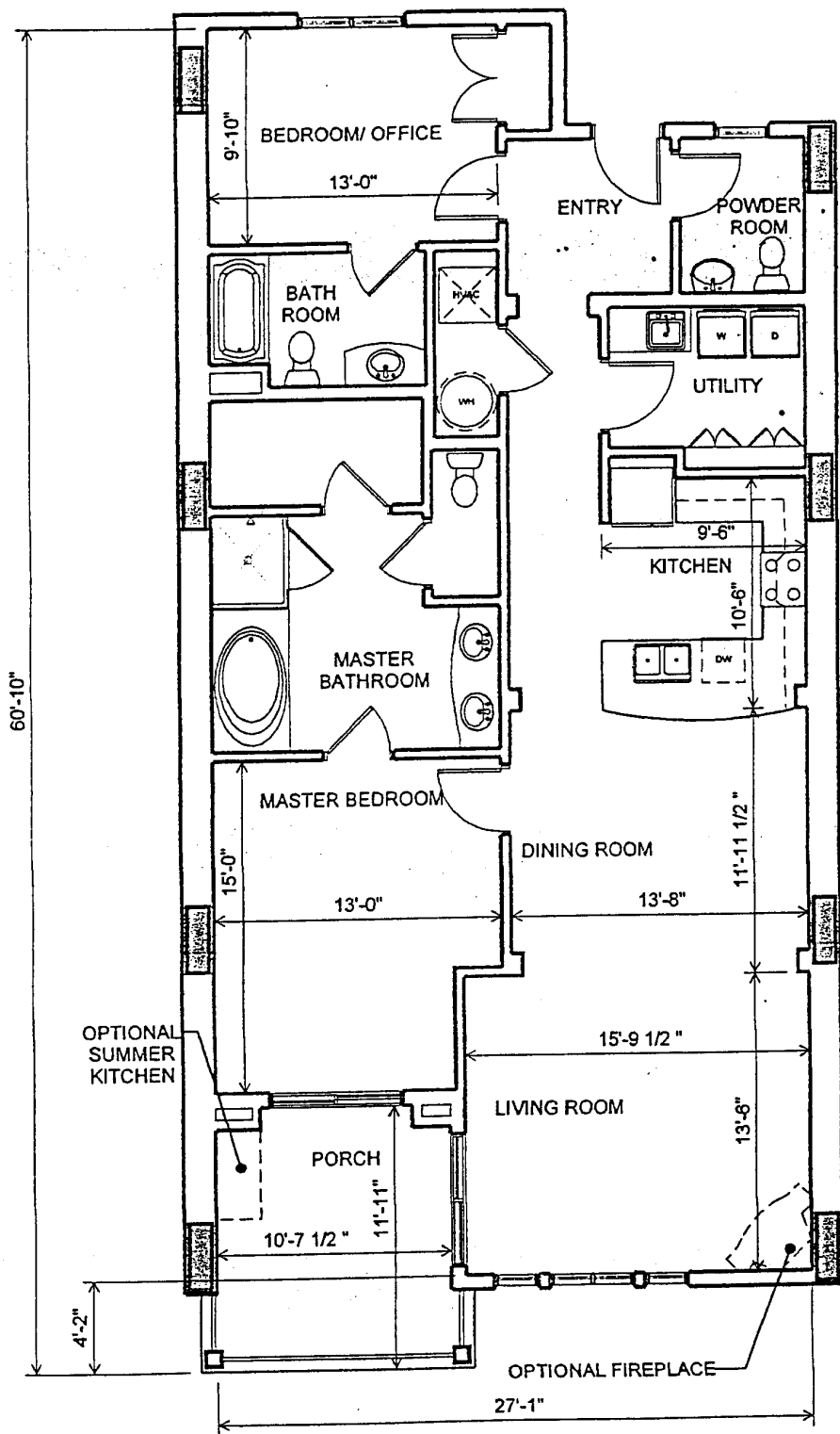
OPTIONAL FIREPLACE



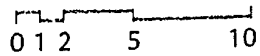
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	HARBOUR VILLAGE <i>at historic St Andrews</i>	1/8" = 1'-0" SCALE	UNIT B
	Panama City, Florida	DATE: 08.15.03	UNIT TYPE: 0308.00 PROJECT NUMBER



UNIT ADDRESS	
# 207	
# 307	
# 407	
# 507	
# 607	
# 707	
HEATED: 1496 SF	
BALCONY: 139 SF	



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HARBOUR VILLAGE

*at historic
St Andrews*

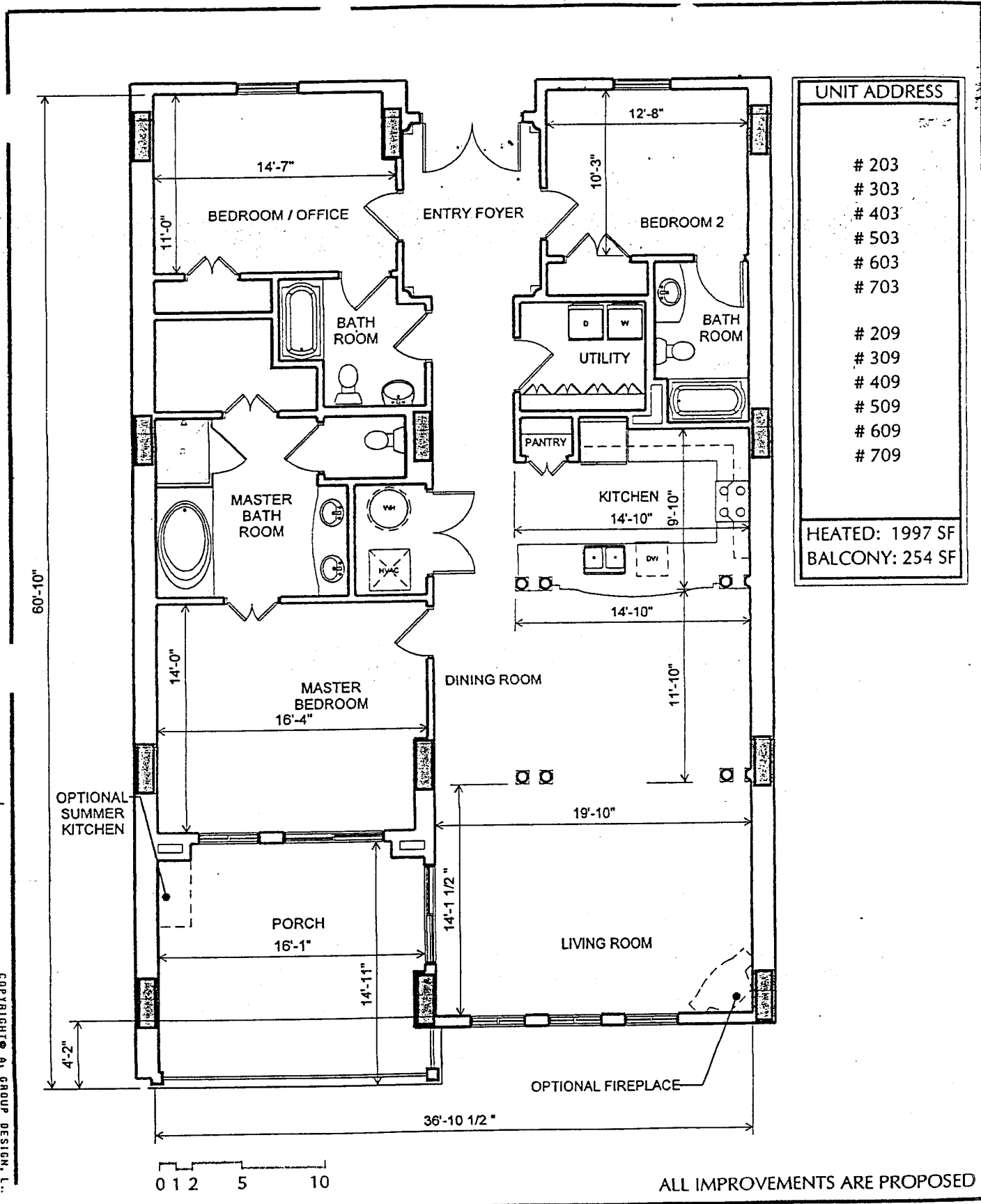
Panama City, Florida

1/8" = 1'-0"
SCALE

08.15.03
DATE

UNIT B.1

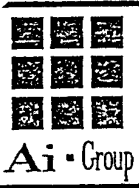
UNIT TYPE
0308.00
PROJECT NUMBER



UNIT ADDRESS
203
303
403
503
603
703
209
309
409
509
609
709
HEATED: 1997 SF
BALCONY: 254 SF

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HARBOUR VILLAGE

at historic St Andrews

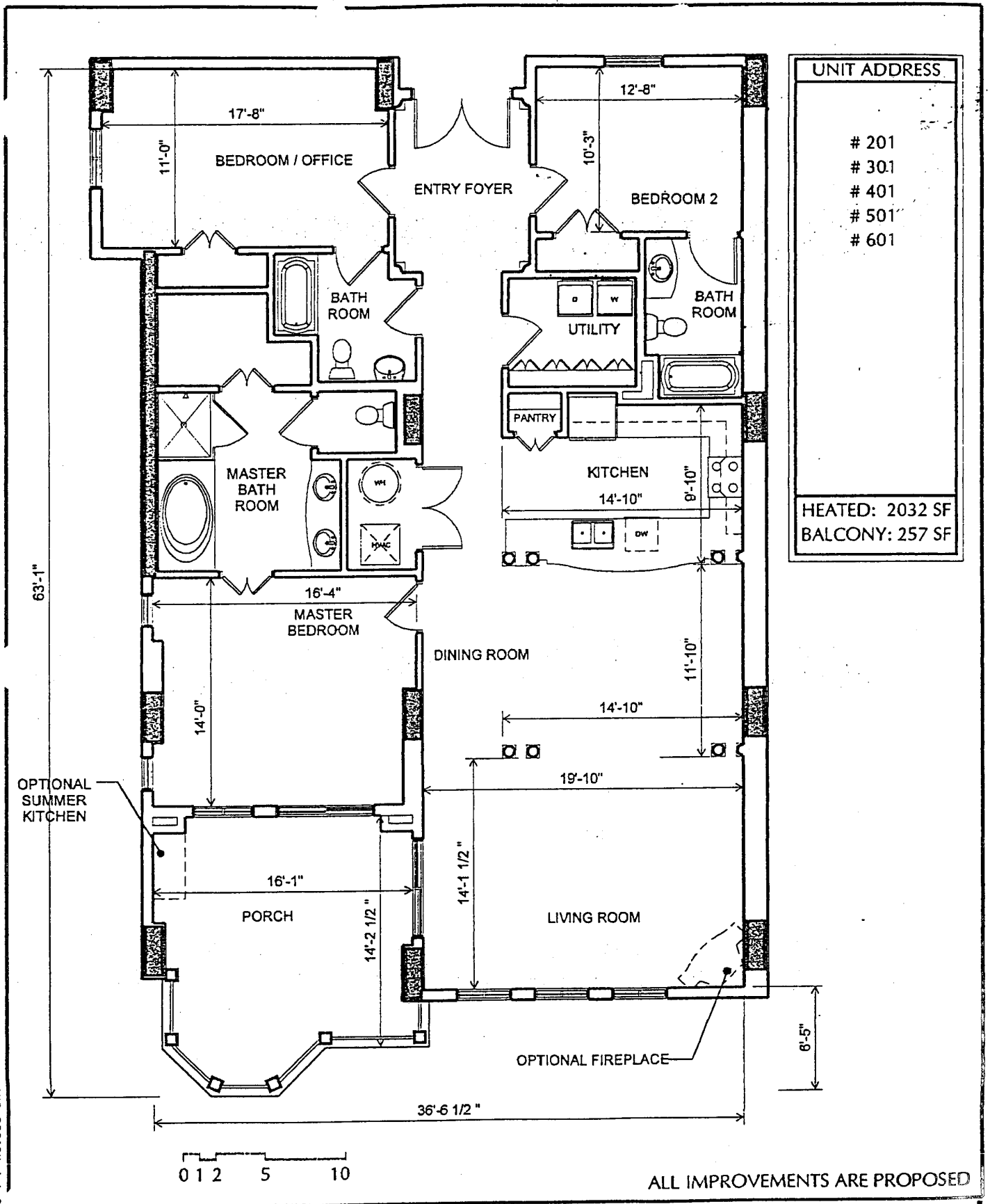
Panama City, Florida

1/8" = 1'-0"
SCALE

08.15.03
DATE

UNIT C

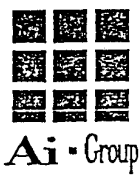
UNIT TYPE
0308.00
PROJECT NUMBER



UNIT ADDRESS
201
301
401
501
601
HEATED: 2032 SF
BALCONY: 257 SF

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HARBOUR VILLAGE

at historic St Andrews

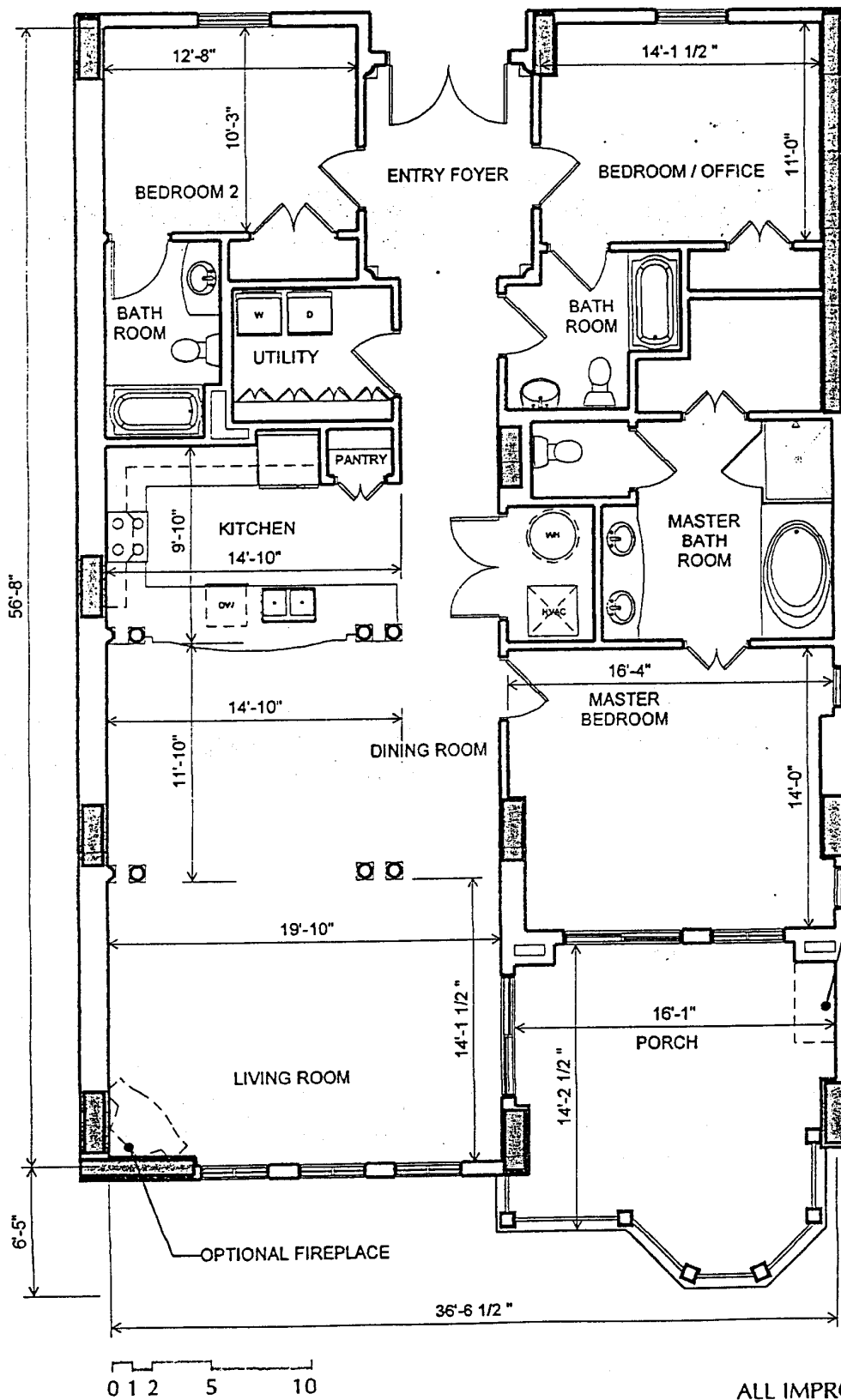
Panama City, Florida

1/8" = 1'-0"
SCALE

08.15.03
DATE

UNIT C1

UNIT TYPE
0308.00
PROJECT NUMBER

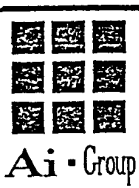


UNIT ADDRESS
216*
316*
416*
516*
616*
716*
219
319
419
519
619
* MIRRORED FLOOR PLAN
HEATED: 1997 SF
BALCONY: 257 SF

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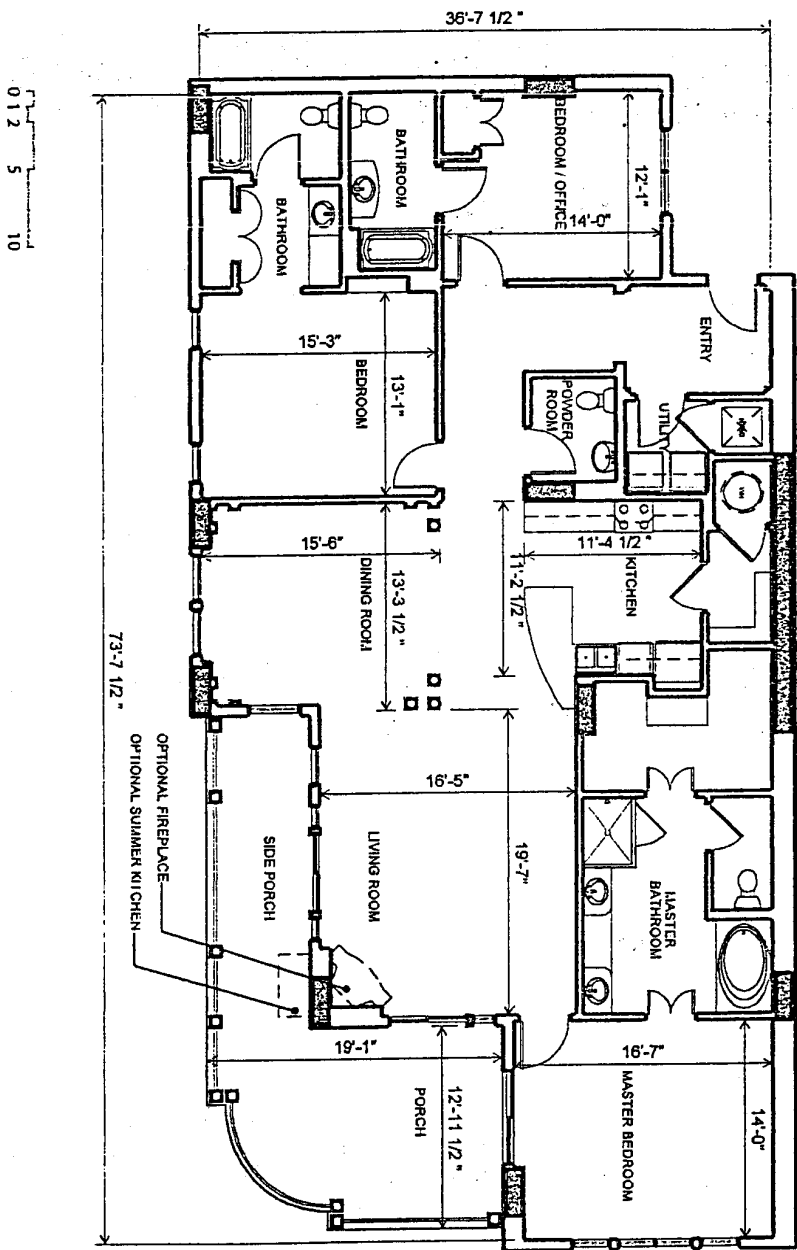
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HARBOUR VILLAGE *at historic St Andrews*
Panama City, Florida

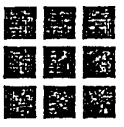
1/8" = 1'-0"
SCALE
08.15.03
DATE

UNIT C.2
UNIT TYPE
0308.00
PROJECT NUMBER



UNIT ADDRESS	
# 210°	
# 310°	
# 410°	
# 510°	
# 610°	
# 710°	
# 213	
# 313	
# 413	
# 513	
# 613	
# 713	
• MIRRORED FLOOR PLAN	
HEATED: 2321 SF	
BALCONY: 348 SF	

ALL IMPROVEMENTS ARE PROPOSED



HARBOUR VILLAGE

at historic St Andrews

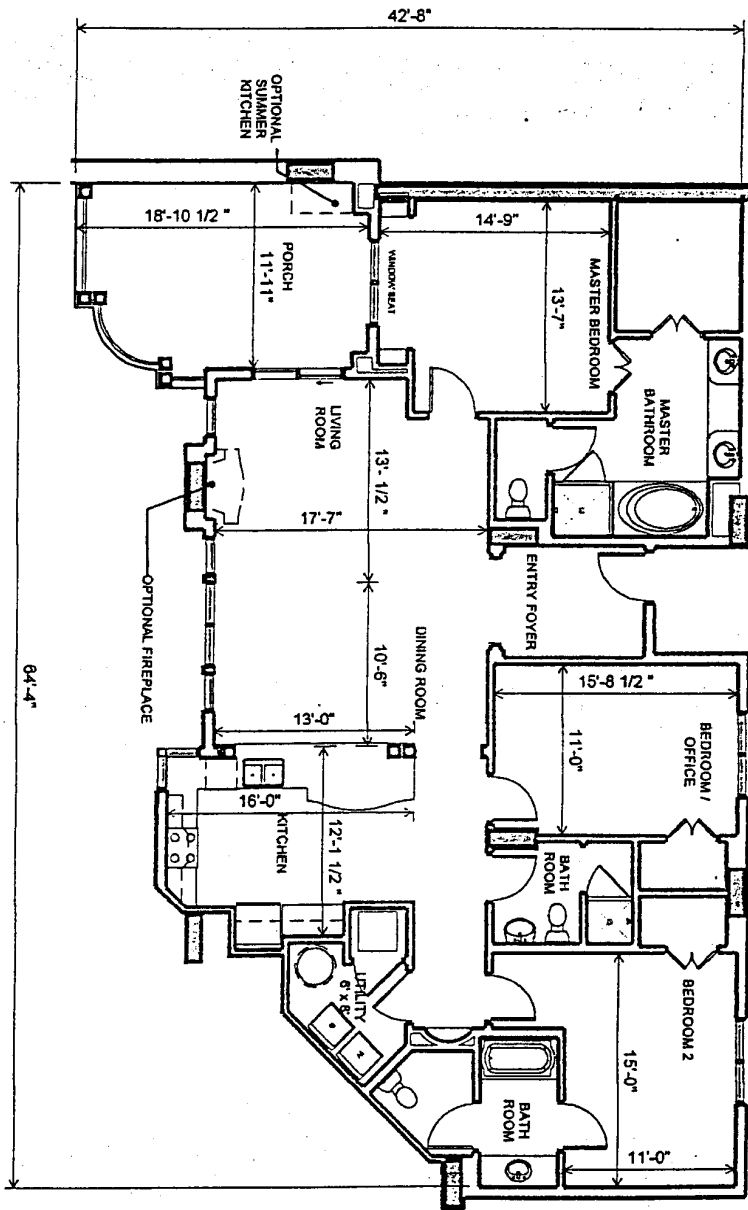
Panama City, Florida

3/16" = 1'-0"
SCALE

UNIT D

08.15.03
DATE

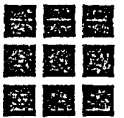
UNIT TYPE
0308.00
PROJECT NUMBER



1" = 10'
0 1 2 5 10

UNIT ADDRESS
311
411
511
611
711
312*
412*
512*
612*
712*
* MIRRORED FLOOR PLAN
HEATED: 2001 SF
BALCONY: 221 SF

ALL IMPROVEMENTS ARE PROPOSED



Ai Group

HARBOUR VILLAGE

at historic
St Andrews

Panama City, Florida

3/16" = 1'-0"
SCALE

08.15.03
DATE

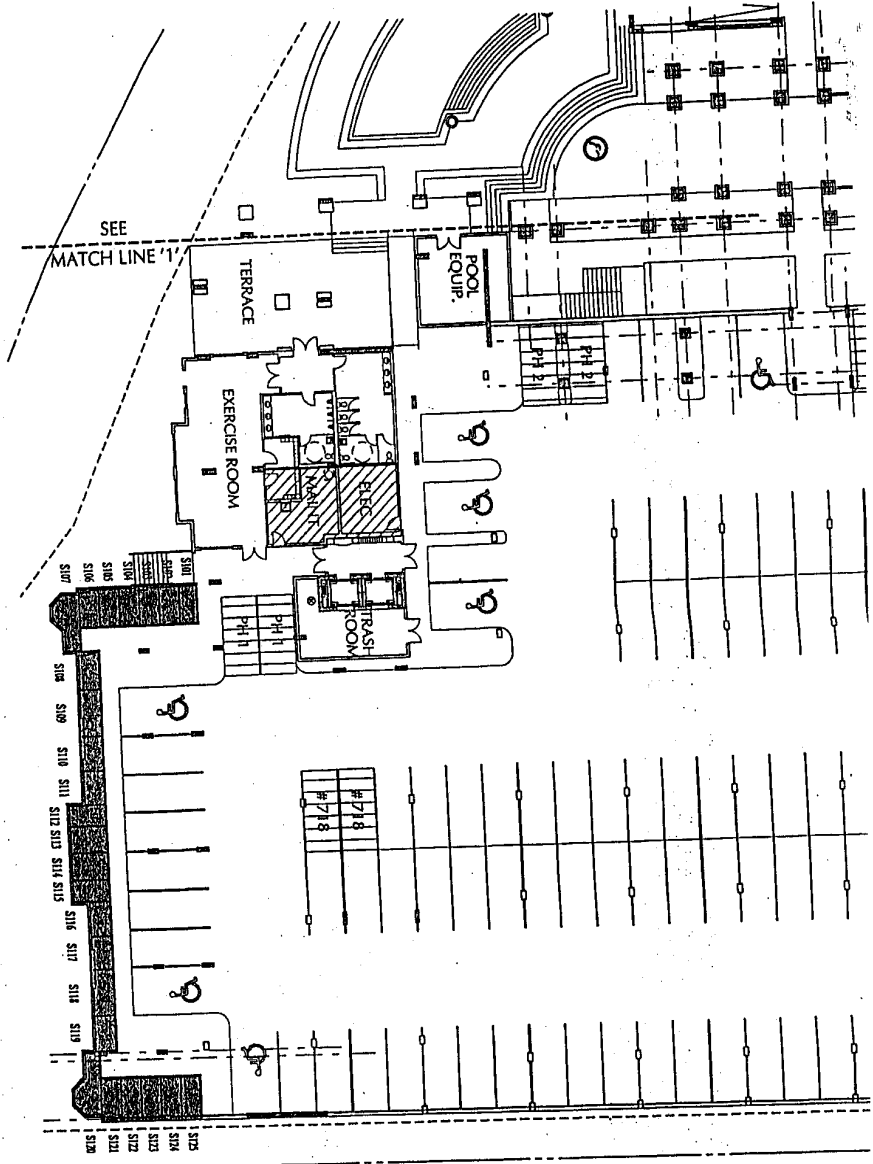
UNIT E

UNIT TYPE
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

GROUND FLOOR - SOUTH SIDE
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

0' 5' 20' 50'



- LEGEND**
- | | |
|--|---|
| | Storage Units (Limited Common Elements) |
| | Common Elements |
| | Commercial Unit |
| | Penthouse Parking (Limited Common Elements) |
- Note: for this sheet only - all areas within boundary line not shown as hatched are Residential Limited Common Element

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HARBOUR VILLAGE *at historic St Andrews*

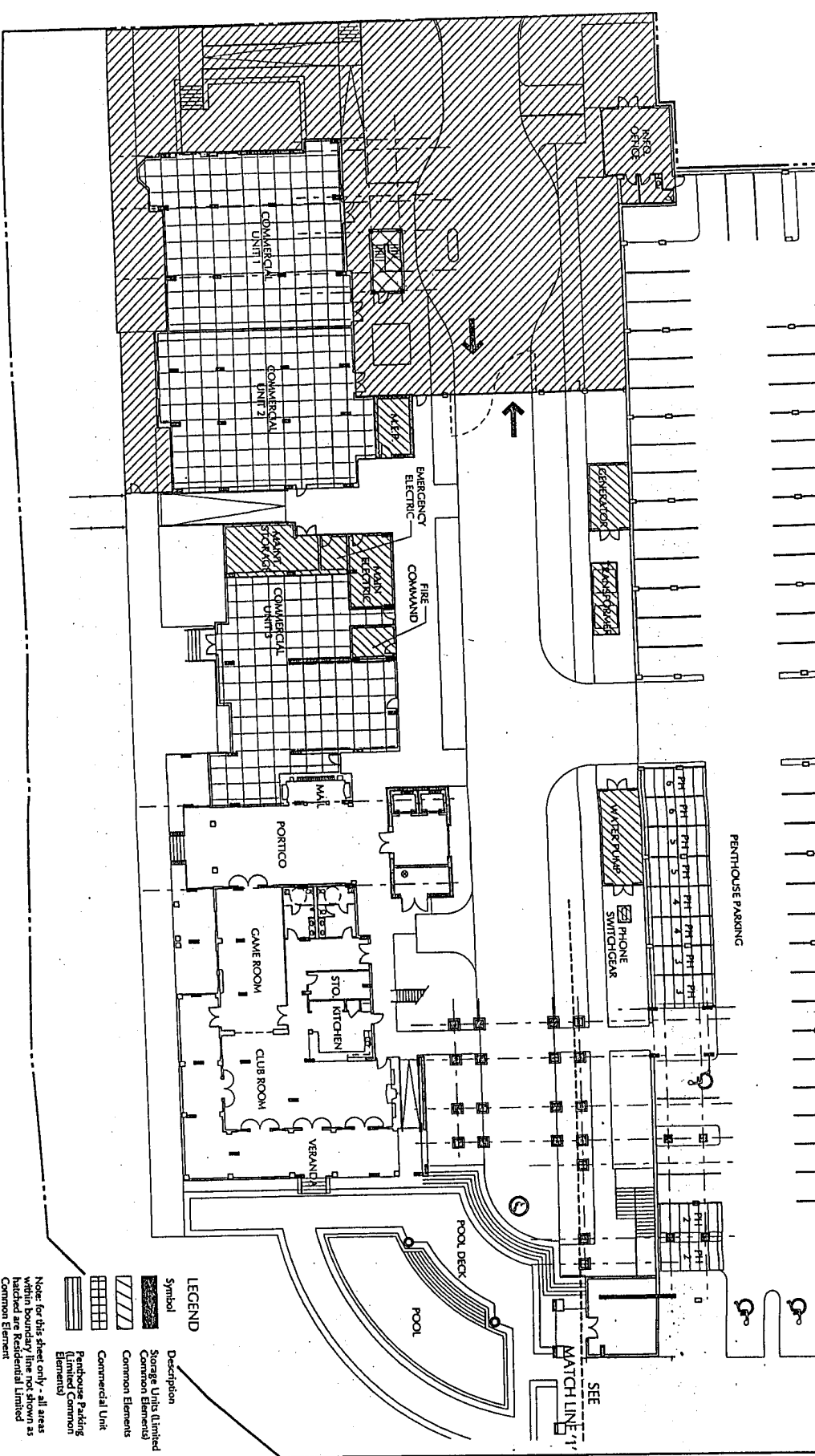
Panama City, Florida

1" = 30'-0"
 SCALE
 09.16.03
 DATE

F
 S
 C
 PRC

ALL IMPROVEMENTS ARE PROPOSED

GROUND FLOOR - NORTH SIDE
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Storage Units (Limited Common Elements)
	Common Elements
	Commercial Unit
	Penthouse Parking (Limited Common Elements)

Note: for this sheet only - all areas within boundary line not shown as hatched are Residential Limited Common Element



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HARBOUR VILLAGE *at historic St Andrews*
 Panama City, Florida

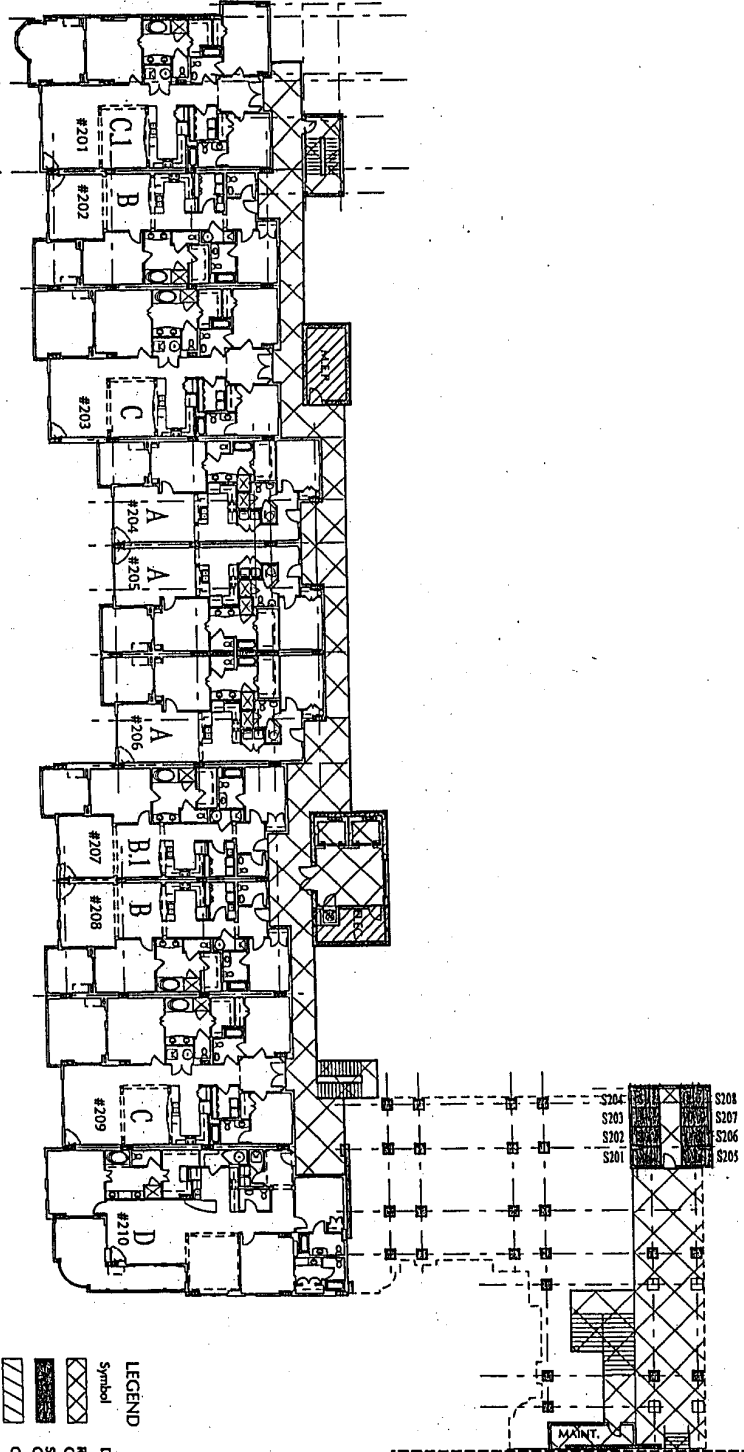
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SCALE	09.16.03
	DATE

FIG. 03
 SHEET 03
 PROFESSIONAL

IMPROVEMENTS ARE PROPOSED

0' 5' 20' 50'

SECOND FLOOR - NORTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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HARBOUR VILLAGE *at historic St Andrews*

Panama City, Florida

1" = 30'-0"
SCALE

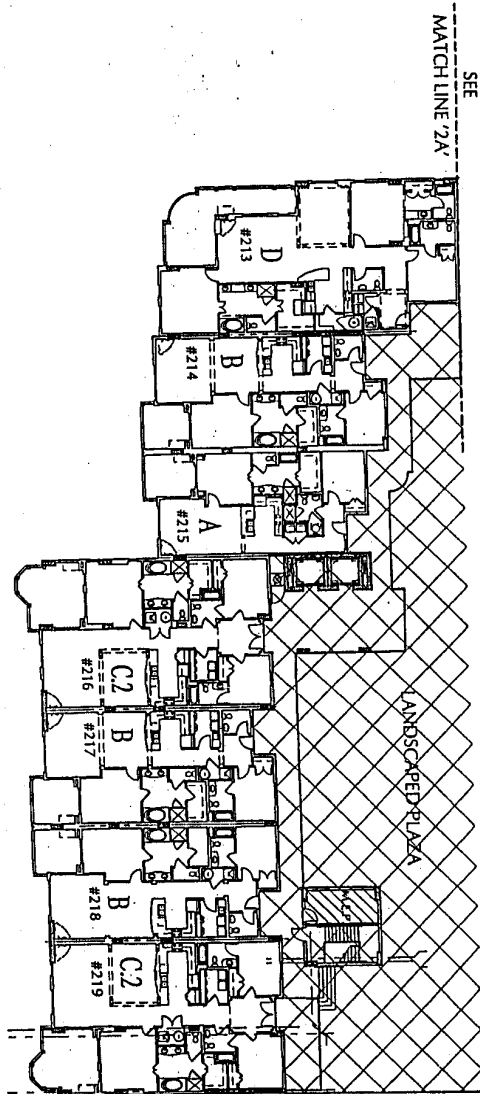
09.16.03
DATE

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030
PROJECT

L IMPROVEMENTS ARE PROPOSED

SECOND FLOOR - SOUTH SIDE
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

0' 5' 20' 50'



LEGEND

Symbol	Description
	Residential Unit
	Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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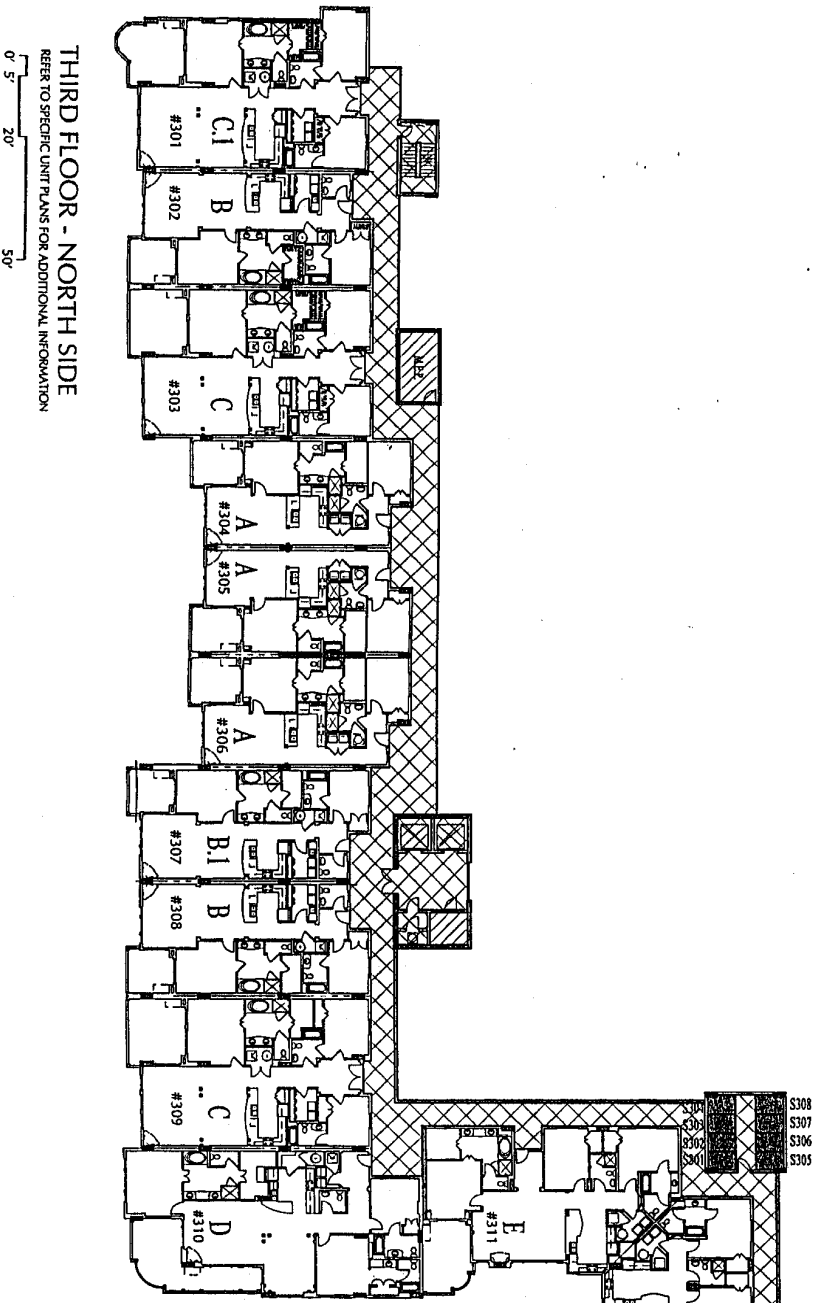
HARBOUR VILLAGE *at historic St Andrews*

Panama City, Florida

1" = 30'-0"
SCALE

09.16.03
DATE

ALL IMPROVEMENTS ARE PROPOSED



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements

S308
S307
S306
S305

SEE
MATCH LINE '3'

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HARBOUR VILLAGE *at historic St Andrews*

Panama City, Florida

1" = 30'-0"
SCALE

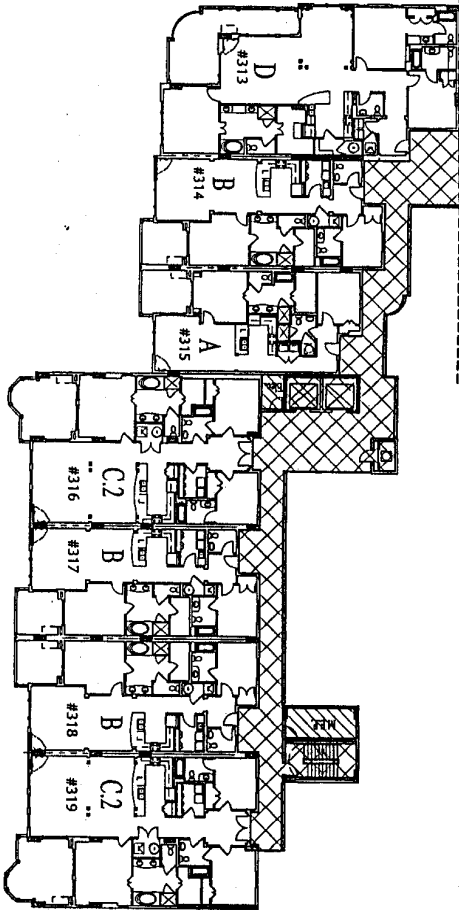
08.15.03
DATE

FL 3A

SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

SEE
MATCH LINE 3'



THIRD FLOOR - SOUTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Unit
	Common Elements



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HARBOUR VILLAGE *at historic St. Andrews*

Panama City, Florida

1" = 30'-0"
SCALE

08.15.03

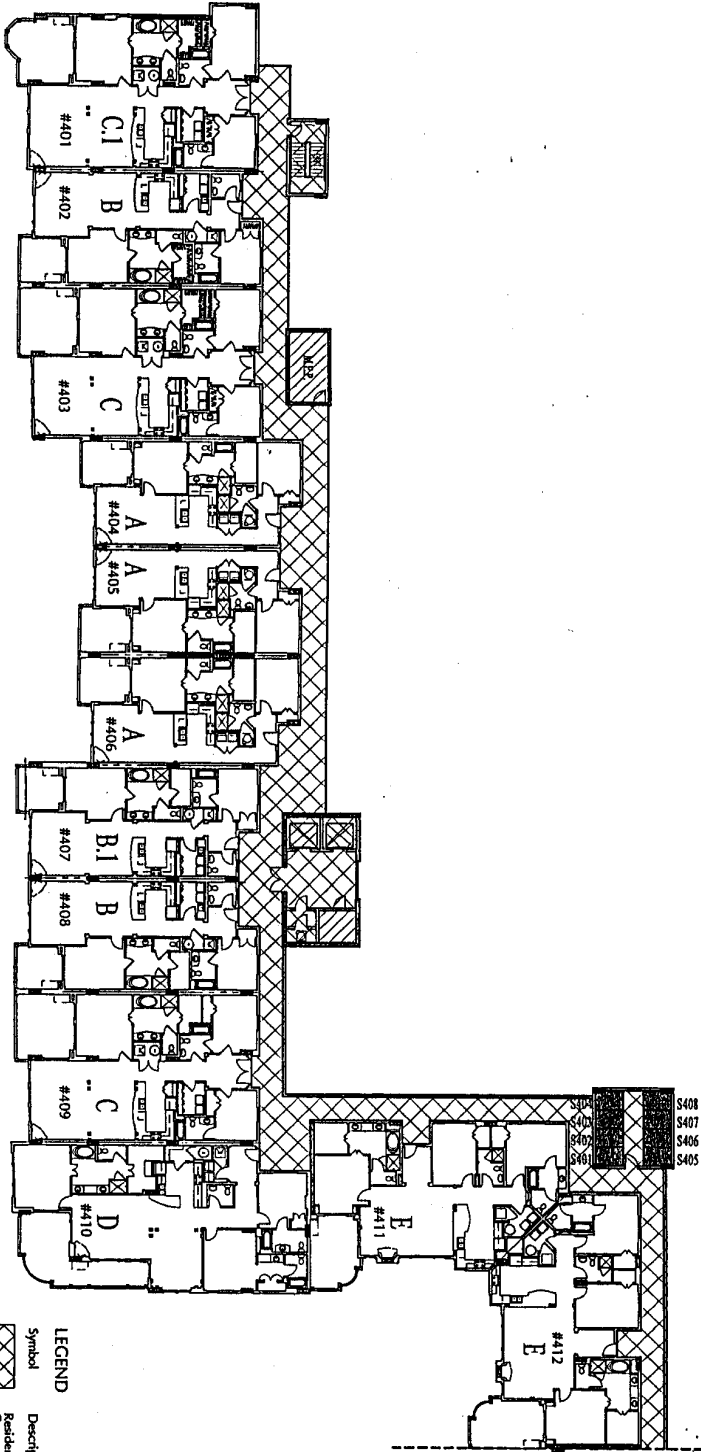
FL 3B

SHEET NUMBER
0308.00

ALL IMPROVEMENTS ARE PROPOSED

0' 5' 20' 50'

FOURTH FLOOR - NORTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential/Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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HARBOUR VILLAGE *at historic St Andrews*

Panama City, Florida

1" = 30'-0"
SCALE

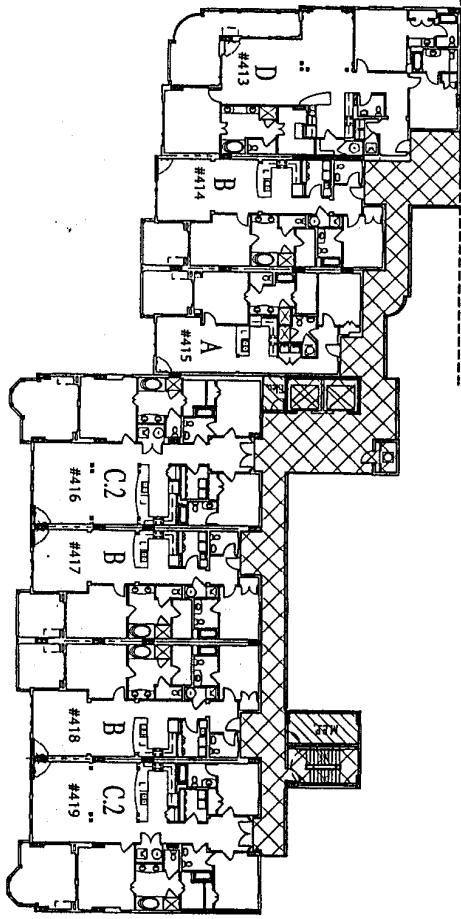
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DATE

FL 4A

SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

SEE
MATCH LINE 4'



FOURTH FLOOR - SOUTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Common Elements



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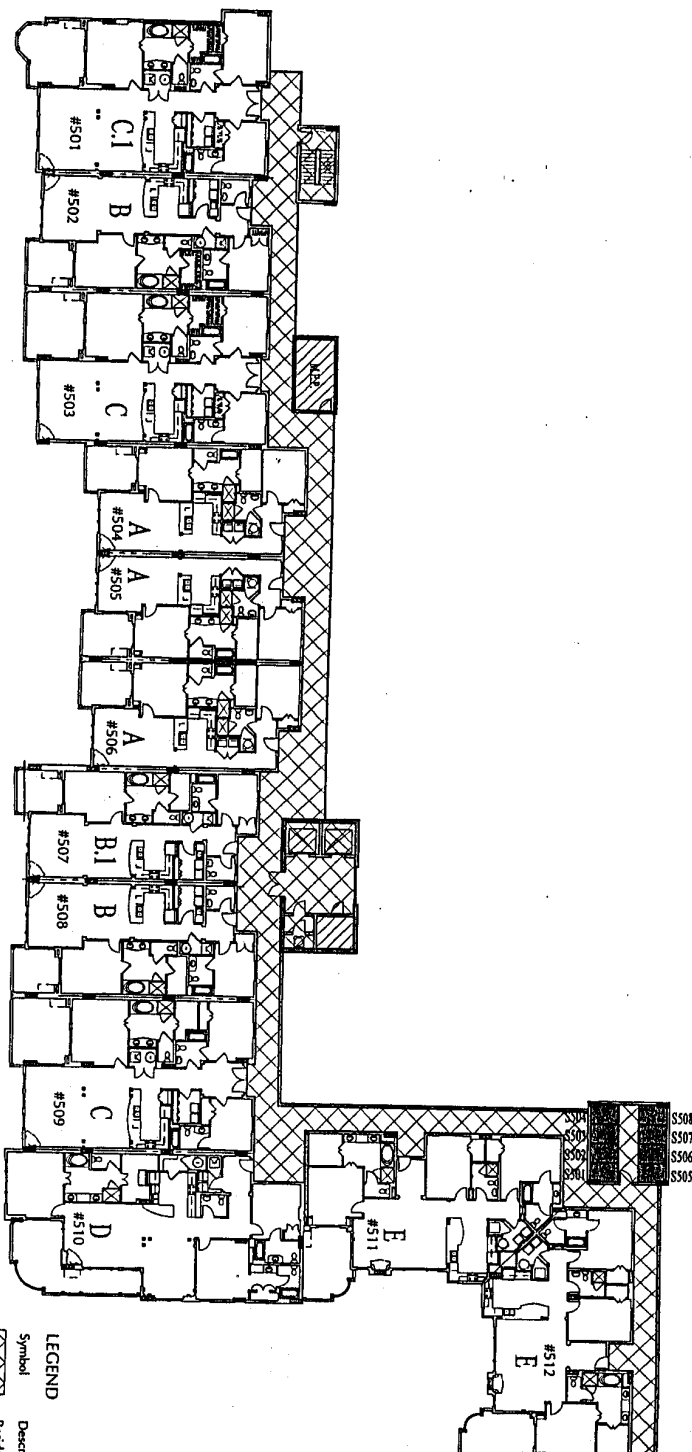
HARBOUR VILLAGE *at historic St Andrews*
Panama City, Florida

1" = 30'-0"
SCALE
08.15.03
DATE

FL 4B
SHEET NUMBER
0308.00
PROJECT NUMBER

IMPROVEMENTS ARE PROPOSED

FIFTH FLOOR - NORTH SIDE
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements

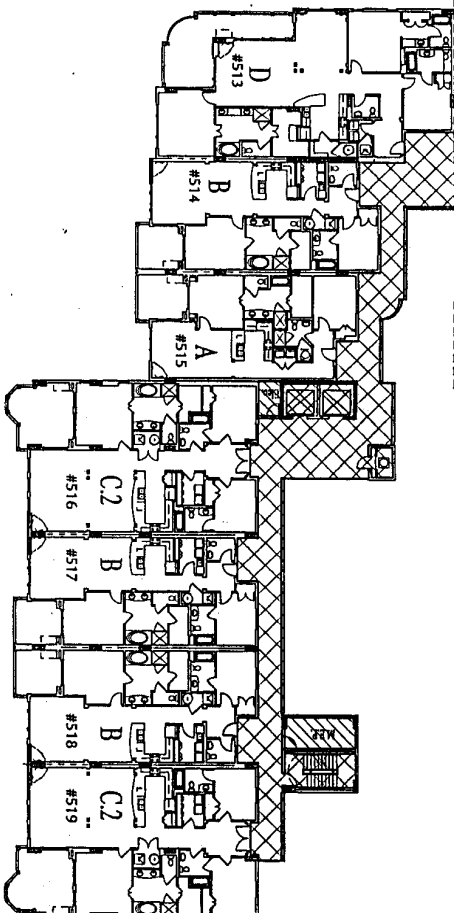


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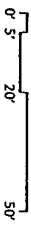
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		08.15.03 DATE	SHEET NUMBER 0308.00 PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

SEE
MATCH LINE 'S'



FIFTH FLOOR - SOUTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Common Elements



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HARBOUR VILLAGE *at historic St Andrews*

Panama City, Florida

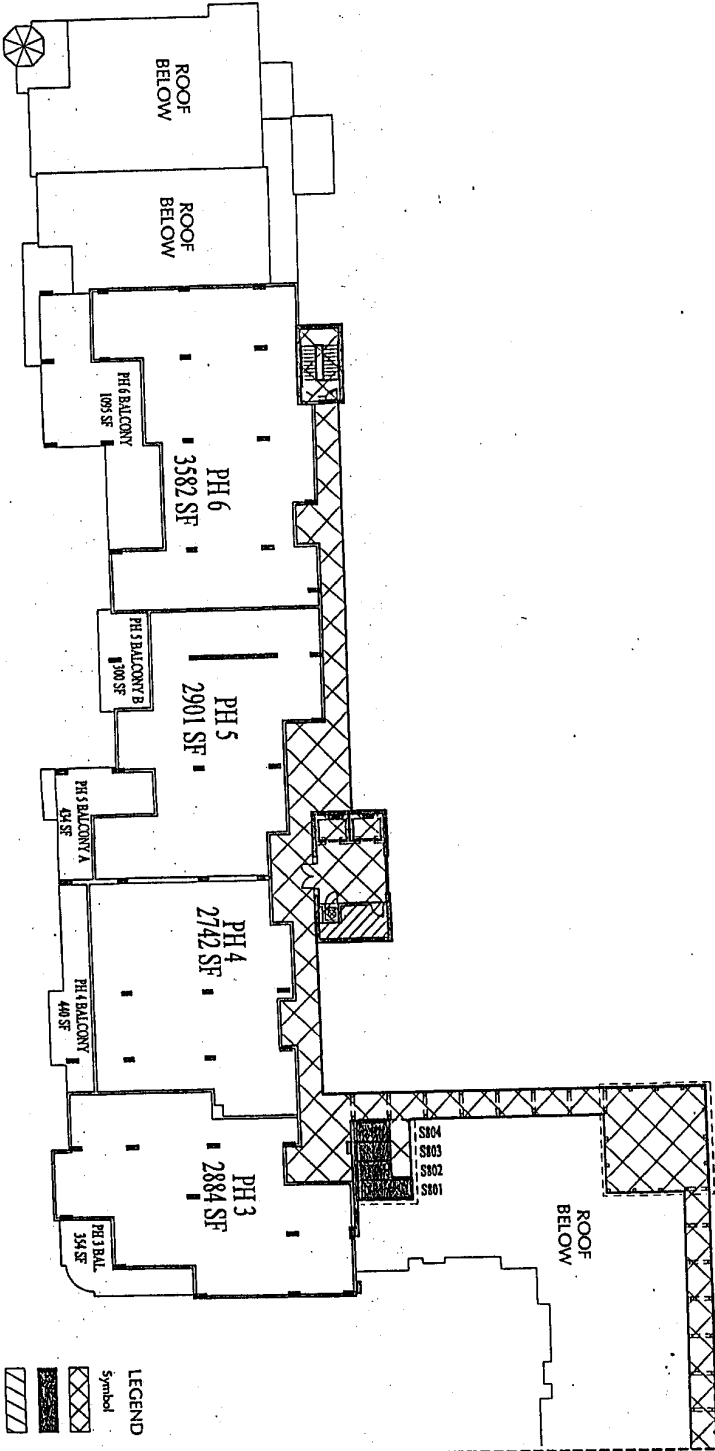
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08.15.03

FL 5B
SHEET NUMBER
0308.00

IMPROVEMENTS ARE PROPOSED

0' 5' 20' 50'

EIGHTH FLOOR - NORTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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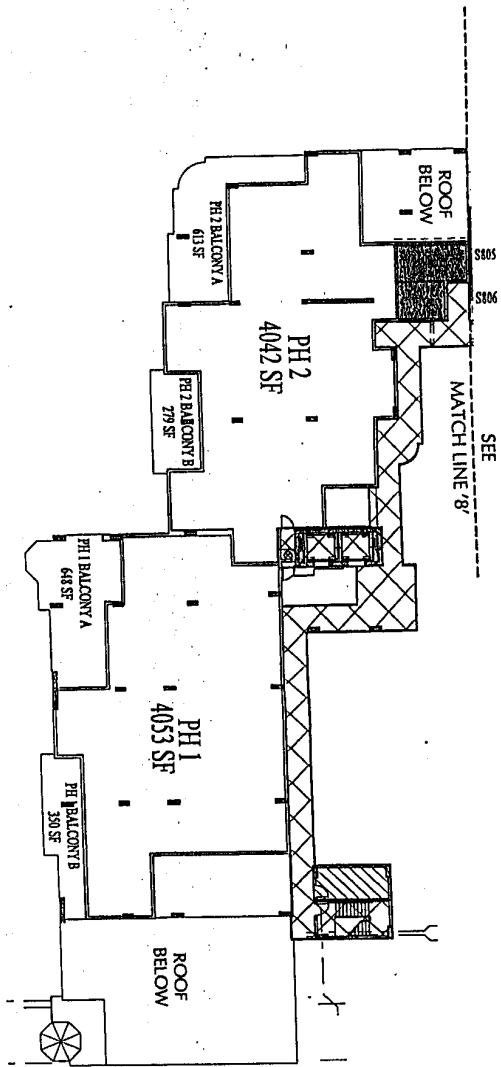
HARBOUR VILLAGE *at historic St Andrews*

Panama City, Florida

1" = 30'-0"
SCALE

09.16.03
DATE

L IMPROVEMENTS ARE PROPOSED



EIGHTH FLOOR - SOUTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND	
Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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HARBOUR VILLAGE *at historic St Andrews*

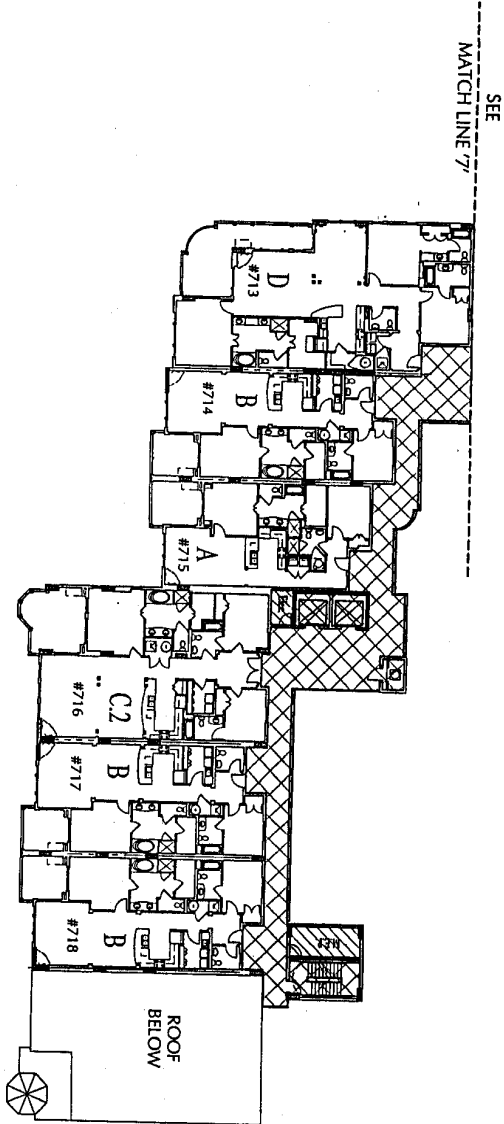
Panama City, Florida

1" = 30'-0"
SCALE

09.16.03
DATE

IMPROVEMENTS ARE PROPOSED

SEVENTH FLOOR - SOUTH SIDE
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential/United Common Elements
	Common Elements



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Panama City, Florida

1" = 30'-0"
SCALE

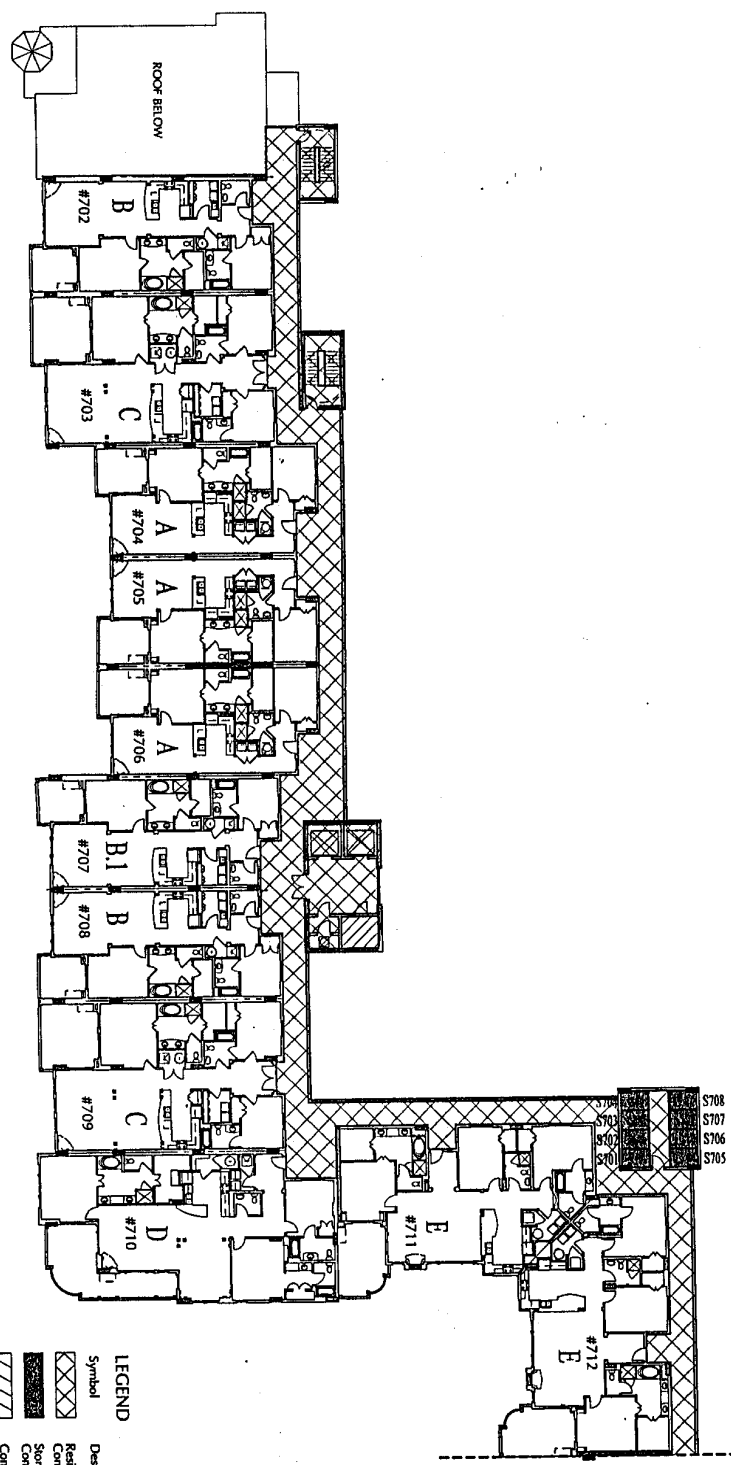
08.15.03
DATE

FL 7B

SHEET NUMBER
0308.00
PROJECT NUMBER

ALL IMPROVEMENTS ARE PROPOSED

SEVENTH FLOOR - NORTH SIDE
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



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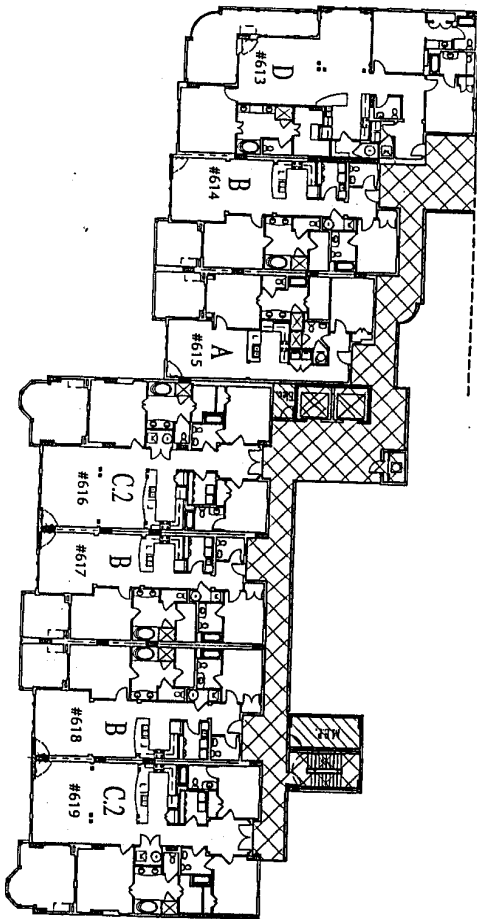
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 Panama City, Florida

1" = 30'-0"
 SCALE
 08.15.03
 DATE

FL 7A
 SHEET NUMBER
 0308.00
 PROJECT NUMBER

L IMPROVEMENTS ARE PROPOSED

SEE
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SIXTH FLOOR - SOUTH SIDE
REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Common Elements



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Panama City, Florida

1" = 30'-0"
SCALE

08.15.03
DATE

FL 6B

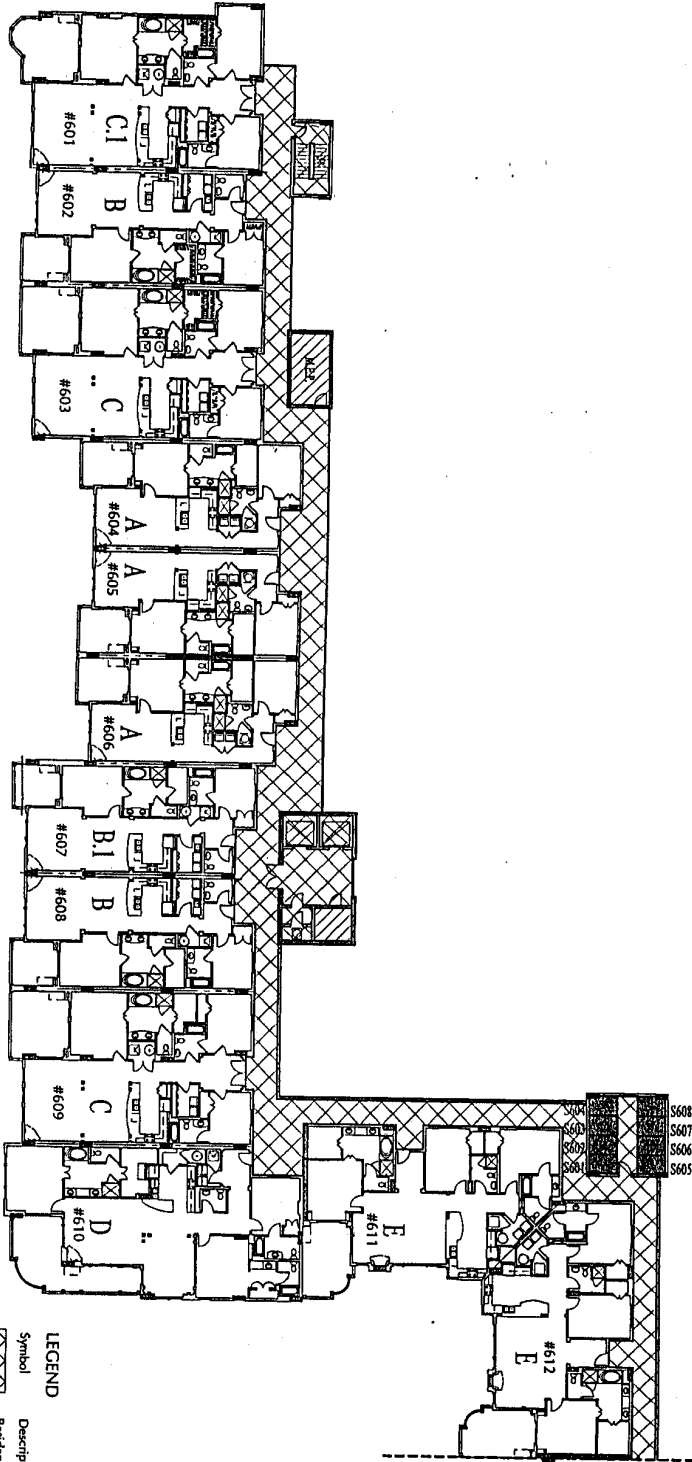
SHEET NUMBER
0308.00
PROJECT NUMBER

AI GROUP DESIGN, L.L.C. 1474 PEACHTREE ROAD, NE SUITE 1400 ATLANTA, GA 30309

IMPROVEMENTS ARE PROPOSED

SIXTH FLOOR - NORTH SIDE
 REFER TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

0' 5" 20' 50'



LEGEND

Symbol	Description
	Residential Limited Common Elements
	Storage Units (Limited Common Elements)
	Common Elements



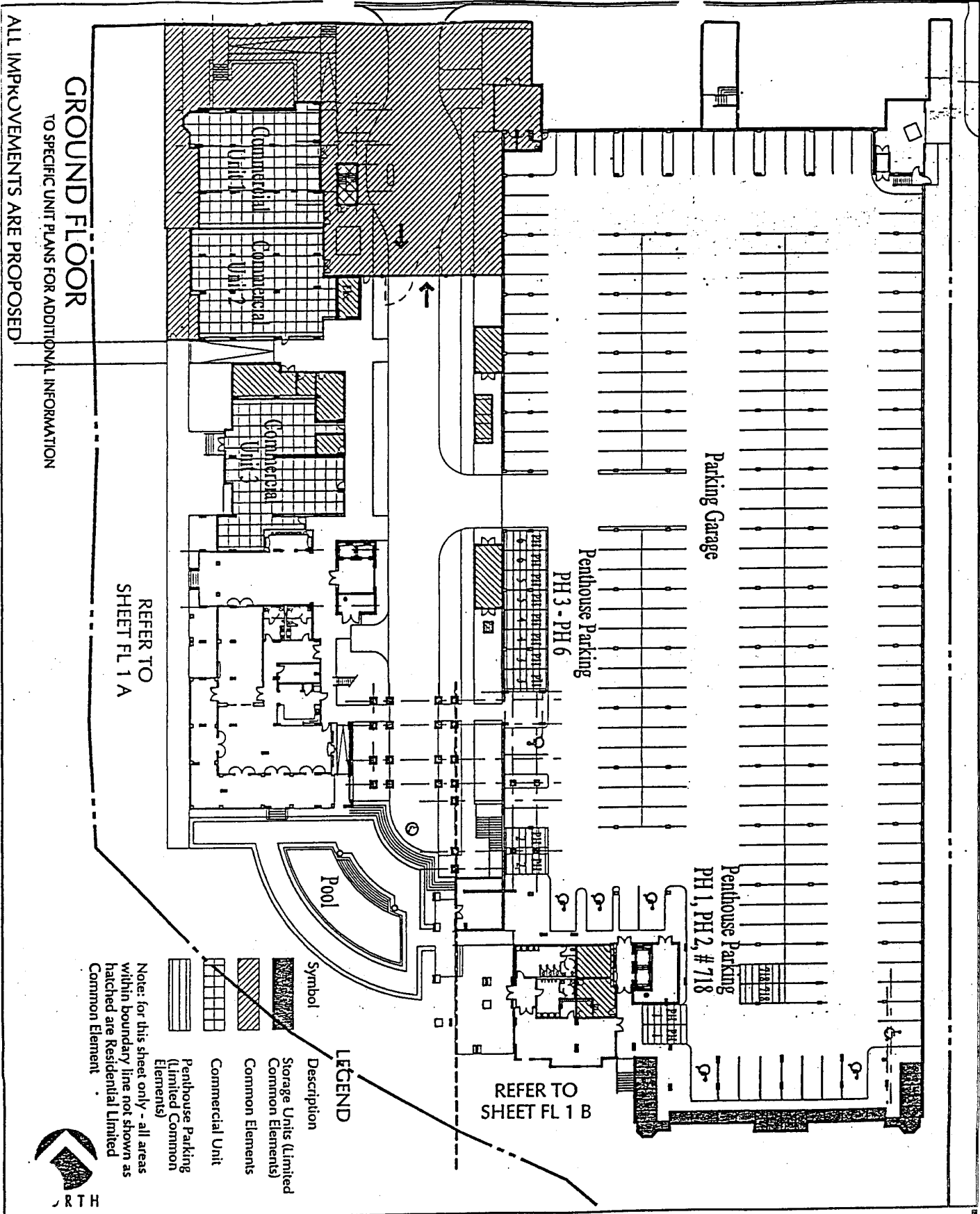
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 Panama City, Florida

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FL 6A
 SHEET NUMBER
 0308.00
 PROJECT NUMBER



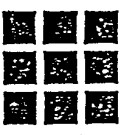
ALL IMPROVEMENTS ARE PROPOSED

GROUND FLOOR
TO SPECIFIC UNIT PLANS FOR ADDITIONAL INFORMATION

REFER TO SHEET FL 1 A

REFER TO SHEET FL 1 B

- LEGEND**
- | Symbol | Description |
|--------|---|
| | Storage Units (limited Common Elements) |
| | Common Elements |
| | Commercial Unit |
| | Penthouse Parking (limited Common Elements) |
- Note: for this sheet only - all areas within boundary line not shown as hatched are Residential Limited Common Element



HARBOUR VILLAGE

at historic St. Andrews

Panama City, Florida

1" = 60'-0"
SCALE

09.16.03
DATE

FL 1

SHEET NUMBER
0308.00
PROJECT NUMBER

EXHIBIT "D".

SCHEDULE OF COMMON AND LIMITED COMMON
ELEMENTS

HARBOUR VILLAGE

at historic St. Andrews

Description of Commonly Used Facilities (revision – 9.16.03)

Room/Area	Purpose	Area (approximate)	Capacity (approximate)
Ground Floor			
Common Elements			
Electric Room #1	Equipment housing	242 sf	Not intended for occupancy
Main Electric Room	Equipment housing	317 sf	Not intended for occupancy
Emergency Electric	Equipment housing	103 sf	Not intended for occupancy
Maintenance/storage	Service	435 sf	Not intended for occupancy
Fire Command Room	Equipment housing	138 sf	Not intended for occupancy
Electric Room #2	Equipment housing	100 sf	Not intended for occupancy
Maintenance	Service/storage	266 sf	Not intended for occupancy
Electric Room #3	Equipment housing	258 sf	Not intended for occupancy
Residential Limited Common Elements			
Stair #1	Circulation	202 sf	2 people
Elevator Lobby (north)	Circulation	278 sf	2 people
Elevator #1	Circulation	38 sf	12 people
Elevator #2	Circulation	38 sf	12 people
Trash Chute #1	Refuse	187 sf	Not intended for occupancy
Mail Room	Mail	232 sf	2 people
Portico	Recreation/circulation	1260 sf	7 people
Clubroom Restrooms	Restroom	378 sf	2 people
Clubroom Entry	Recreation/circulation	403 sf	3 people
Clubroom Storage	Service/storage	183 sf	Not intended for occupancy
Clubroom Kitchen	Recreation	372 sf	2 people
Clubroom	Recreation	1522 sf	8 people
Game Room	Recreation	966 sf	5 people
Veranda	Recreation	1618 sf	9 people
Pool Equipment	Equipment housing	546 sf	Not intended for occupancy
Swimming Pool	Recreation	1434 sf	29 people – heated pool 36" to 48" depth
Pool/Sun Deck	Recreation	6139 sf	205 people
Terrace	Recreation	1340 sf	7 people
Fitness Center	Recreation	1063 sf	22 people
Fitness Entry	Recreation/circulation	136 sf	3 people
Women's Restroom	Restroom	436 sf	3 people

HARBOUR VILLAGE

at historic St. Andrews

Description of Commonly Used Facilities (revision - 9.16.03)

Room/Area	Purpose	Area (approximate)	Capacity (approximate)
Ground Floor			
Common Elements			
Electric Room #1	Equipment housing	242 sf	Not intended for occupancy
Main Electric Room	Equipment housing	317 sf	Not intended for occupancy
Emergency Electric	Equipment housing	103 sf	Not intended for occupancy
Maintenance/storage	Service	435 sf	Not intended for occupancy
Fire Command Room	Equipment housing	138 sf	Not intended for occupancy
Electric Room #2	Equipment housing	100 sf	Not intended for occupancy
Maintenance	Service/storage	266 sf	Not intended for occupancy
Electric Room #3	Equipment housing	258 sf	Not intended for occupancy
Residential Limited Common Elements			
Stair #1	Circulation	202 sf	2 people
Elevator Lobby (north)	Circulation	278 sf	2 people
Elevator #1	Circulation	38 sf	12 people
Elevator #2	Circulation	38 sf	12 people
Trash Chute #1	Refuse	187 sf	Not intended for occupancy
Mail Room	Mail	232 sf	2 people
Portico	Recreation/circulation	1260 sf	7 people
Clubroom Restrooms	Restroom	378 sf	2 people
Clubroom Entry	Recreation/circulation	403 sf	3 people
Clubroom Storage	Service/storage	183 sf	Not intended for occupancy
Clubroom Kitchen	Recreation	372 sf	2 people
Clubroom	Recreation	1522 sf	8 people
Game Room	Recreation	966 sf	5 people
Veranda	Recreation	1618 sf	9 people
Pool Equipment	Equipment housing	546 sf	Not intended for occupancy
Swimming Pool	Recreation	1434 sf	29 people - heated pool 36" to 48" depth
Pool/Sun Deck	Recreation	6139 sf	205 people
Terrace	Recreation	1340 sf	7 people
Fitness Center	Recreation	1063 sf	22 people
Fitness Entry	Recreation/circulation	136 sf	3 people
Women's Restroom	Restroom	436 sf	3 people

EXHIBIT "G"

SCHEDULE OF COMMON ELEMENTS

Ground Floor (cont.)			
Men's Restroom	Restroom	268 sf	2 people
Locker Rooms	Recreation	134 sf	2 people
Elevator lobby (south)	Circulation	203 sf	2 people
Elevator #3	Circulation	38 sf	12 people
Elevator #4	Circulation	38 sf	12 people
Trash Room #2	Refuse	415 sf	Not intended for occupancy
Garage			
Common Elements			
Information Office	Office	629 sf	7 people
Fire/Domestic Pump	Equipment housing	375 sf	Not intended for occupancy
Emergency Generator	Equipment housing	273 sf	Not intended for occupancy
Residential Limited Common Elements			
Parking	Auto Parking	80463 sf	232 parking spaces
Storage Limited Common Elements			
Storage Units	Storage	1475 sf	25 units
2nd Floor			
Common Elements			
Electric Room #1	Equipment housing	243 sf	Not intended for occupancy
Electric Room #2	Equipment housing	159 sf	Not intended for occupancy
Electric Room #3	Equipment housing	176 sf	Not intended for occupancy
Residential Limited Common Elements			
Corridor (north)	Circulation	2392 sf	12 people
Stair #1	Circulation	202 sf	2 people
Elevator lobby (north)	Circulation	278 sf	2 people
Trash Chute #1	Refuse	26 sf	Not intended for occupancy
Landscaped Plaza	Recreation	71305 sf	360 people
Plaza Stair South	Circulation	389 sf	2 people
Maintenance	Storage	150 sf	Not intended for occupancy
Trash Chute #2	Refuse	33 sf	Not intended for occupancy
Corridor (south)	Circulation	1934 sf	10 people
Stair #2	Circulation	194 sf	1 person
Plaza Stair North	Circulation	278 sf	2 people

HARBOUR VILLAGE

at historic St. Andrews

Description of Commonly Used Facilities (revision – 9.16.03)

Room/Area	Purpose	Area (approximate)	Capacity (approximate)
Ground Floor			
Common Elements			
Electric Room #1	Equipment housing	242 sf	Not intended for occupancy
Main Electric Room	Equipment housing	317 sf	Not intended for occupancy
Emergency Electric	Equipment housing	103 sf	Not intended for occupancy
Maintenance/storage	Service	435 sf	Not intended for occupancy
Fire Command Room	Equipment housing	138 sf	Not intended for occupancy
Electric Room #2	Equipment housing	100 sf	Not intended for occupancy
Maintenance	Service/storage	266 sf	Not intended for occupancy
Electric Room #3	Equipment housing	258 sf	Not intended for occupancy
Residential Limited Common Elements			
Stair #1	Circulation	202 sf	2 people
Elevator Lobby (north)	Circulation	278 sf	2 people
Elevator #1	Circulation	38 sf	12 people
Elevator #2	Circulation	38 sf	12 people
Trash Chute #1	Refuse	187 sf	Not intended for occupancy
Mail Room	Mail	232 sf	2 people
Portico	Recreation/circulation	1260 sf	7 people
Clubroom Restrooms	Restroom	378 sf	2 people
Clubroom Entry	Recreation/circulation	403 sf	3 people
Clubroom Storage	Service/storage	183 sf	Not intended for occupancy
Clubroom Kitchen	Recreation	372 sf	2 people
Clubroom	Recreation	1522 sf	8 people
Game Room	Recreation	966 sf	5 people
Veranda	Recreation	1618 sf	9 people
Pool Equipment	Equipment housing	546 sf	Not intended for occupancy
Swimming Pool	Recreation	1434 sf	29 people – heated pool 36" to 48" depth
Pool/Sun Deck	Recreation	6139 sf	205 people
Terrace	Recreation	1340 sf	7 people
Fitness Center	Recreation	1063 sf	22 people
Fitness Entry	Recreation/circulation	136 sf	3 people
Women's Restroom	Restroom	436 sf	3 people

2nd Floor (cont.)			
Storage Limited Common Elements			
Storage Units	Storage	318 sf	8 Units
3rd Floor			
Common Elements			
Electric Room #1	Equipment housing	232 sf	Not intended for occupancy
Electric Room #2	Equipment housing	100 sf	Not intended for occupancy
Electric Room #3	Equipment housing	54 sf	Not intended for occupancy
Electric Room #4	Equipment housing	171 sf	Not intended for occupancy
Residential Limited Common Elements			
Corridor	Circulation	5989 sf	30 people
Stair #1	Circulation	202 sf	2 people
Elevator lobby (north)	Circulation	278 sf	2 people
Trash Chute #1	Refuse	83 sf	Not intended for occupancy
Trash Chute #2	Refuse	58 sf	Not intended for occupancy
Stair #2	Circulation	190 sf	1 person
Storage Limited Common Elements			
Storage Units	Storage	312 sf	8 Units
4th Floor			
Common Elements			
Electric Room #1	Equipment housing	232 sf	Not intended for occupancy
Electric Room #2	Equipment housing	100 sf	Not intended for occupancy
Electric Room #3	Equipment housing	54 sf	Not intended for occupancy
Electric Room #4	Equipment housing	171 sf	Not intended for occupancy
Residential Limited Common Elements			
Corridor	Circulation	5989 sf	30 people
Stair #1	Circulation	202 sf	2 people
Elevator lobby (north)	Circulation	278 sf	2 people
Trash Chute #1	Refuse	83 sf	Not intended for occupancy
Trash Chute #2	Refuse	58 sf	Not intended for occupancy
Stair #2	Circulation	190 sf	1 person
Storage Limited Common Elements			
Storage Units	Storage	312 sf	8 Units

5th Floor			
Common Elements			
Electric Room #1	Equipment housing	232 sf	Not intended for occupancy
Electric Room #2	Equipment housing	100 sf	Not intended for occupancy
Electric Room #3	Equipment housing	54 sf	Not intended for occupancy
Electric Room #4	Equipment housing	171 sf	Not intended for occupancy
Residential Limited Common Elements			
Corridor	Circulation	5989 sf	30 people
Stair #1	Circulation	202 sf	2 people
Elevator lobby (north)	Circulation	278 sf	2 people
Trash Chute #1	Refuse	83 sf	Not intended for occupancy
Trash Chute #2	Refuse	58 sf	Not intended for occupancy
Stair #2	Circulation	190 sf	1 person
Storage Limited Common Elements			
Storage Units	Storage	312 sf	8 Units
6th Floor			
Common Elements			
Electric Room #1	Equipment housing	232 sf	Not intended for occupancy
Electric Room #2	Equipment housing	100 sf	Not intended for occupancy
Electric Room #3	Equipment housing	54 sf	Not intended for occupancy
Electric Room #4	Equipment housing	171 sf	Not intended for occupancy
Residential Limited Common Elements			
Corridor	Circulation	5989 sf	30 people
Stair #1	Circulation	202 sf	2 people
Elevator lobby (north)	Circulation	278 sf	2 people
Trash Chute #1	Refuse	83 sf	Not intended for occupancy
Trash Chute #2	Refuse	58 sf	Not intended for occupancy
Stair #2	Circulation	190 sf	1 person
Storage Limited Common Elements			
Storage Units	Storage	312 sf	8 Units

7th Floor			
Common Elements			
Electric Room #1	Equipment housing	100 sf	Not intended for occupancy
Electric Room #2	Equipment housing	54 sf	Not intended for occupancy
Electric Room #3	Equipment housing	171 sf	Not intended for occupancy
Residential Limited Common Elements			
Corridor	Circulation	5356 sf	27 people
Stair #1	Circulation	202 sf	2 people
Stair #1a	Circulation	232 sf	2 people
Elevator lobby (north)	Circulation	278 sf	2 people
Trash Chute #1	Refuse	83 sf	Not intended for occupancy
Trash Chute #2	Refuse	58 sf	Not intended for occupancy
Stair #2	Circulation	190 sf	1 person
Storage Limited Common Elements			
Storage Units	Storage	312 sf	8 Units
8th Floor			
Common Elements			
Electric Room #1	Equipment housing	159 sf	Not intended for occupancy
Electric Room #2	Equipment housing	171 sf	Not intended for occupancy
Residential Limited Common Elements			
Corridor	Circulation	4875 sf	23 people
Stair #1a	Circulation	243 sf	2 people
Elevator lobby (north)	Circulation	278 sf	2 people
Trash Chute #1	Refuse	26 sf	Not intended for occupancy
Trash Chute #2	Refuse	33 sf	Not intended for occupancy
Stair #2	Circulation	194 sf	1 person
Storage Limited Common Elements			
Storage Units	Storage	527 sf	6 Units

General Note: All capacities are based on Residential use of 200 sf (gross) per person - per Table 1003.1 of the Florida Building Code (minimum occupant load) except as noted below

1. Swimming pool capacity is 50 sf (gross) per person
2. Pool deck capacity is 30 sf (gross) per person
3. Office capacity is 100 sf (gross) per person
4. Fitness center capacity is 50 sf (gross) per person

EXHIBIT "E"

SCHEDULE OF SHARES

EXHIBIT "E"
SCHEDULE OF SHARES

<u>Unit</u>	<u>Fractional Interest</u>	<u>Unit</u>	<u>Fractional Interest</u>
201	2289/244372	406	1405/244372
202	1635/244372	407	1635/244372
203	2251/244372	408	1635/244372
204	1405/244372	409	2251/244372
205	1405/244372	410	2669/244372
206	1405/244372	411	2222/244372
207	1635/244372	412	2222/244372
208	1635/244372	413	2669/244372
209	2251/244372	414	1635/244372
210	2669/244372	415	1405/244372
213	2669/244372	416	2254/244372
214	1635/244372	417	1635/244372
215	1405/244372	418	1635/244372
216	2254/244372	419	2254/244372
217	1635/244372	501	2289/244372
218	1635/244372	502	1635/244372
219	2254/244372	503	2251/244372
301	2289/244372	504	1405/244372
302	1635/244372	505	1405/244372
303	2251/244372	506	1405/244372
304	1405/244372	507	1635/244372
305	1405/244372	508	1635/244372
306	1405/244372	509	2251/244372
307	1635/244372	510	2669/244372
308	1635/244372	511	2222/244372
309	2251/244372	512	2222/244372
310	2669/244372	513	2669/244372
311	2222/244372	514	1635/244372
312	2222/244372	515	1405/244372
313	2669/244372	516	2254/244372
314	1635/244372	517	1635/244372
315	1405/244372	518	1635/244372
316	2254/244372	519	2254/244372
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318	1635/244372	602	1635/244372
319	2254/244372	603	2251/244372
401	2289/244372	604	1405/244372
402	1635/244372	605	1405/244372
403	2251/244372	606	1405/244372
404	1405/244372	607	1635/244372
405	1405/244372	608	1635/244372

Unit Fractional Interest

609	2251/244372
610	2669/244372
611	2222/244372
612	2222/244372
613	2669/244372
614	1635/244372
615	1405/244372
616	2254/244372
617	1635/244372
618	1635/244372
619	2254/244372
702	1635/244372
703	2251/244372
704	1405/244372
705	1405/244372
706	1405/244372
707	1635/244372
708	1635/244372

Unit Fractional Interest

709	2251/244372
710	2669/244372
711	2222/244372
712	2222/244372
713	2669/244372
714	1635/244372
715	1405/244372
716	2254/244372
717	1635/244372
718	1635/244372
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PH2	4934/244372
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PH4	3182/244372
PH5	3684/244372
PH6	4677/244372
Comm 1	3232/244372
Comm 2	3157/244372
Comm 3	3138/244372

EXHIBIT "F"

ARTICLES OF INCORPORATION

Aug 15 03 08:56a

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P. 2

Division of Corporations

Page 1 of 5

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Florida Department of State
Division of Corporations
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Phone : (850)785-7454
Fax Number : (850)785-2999

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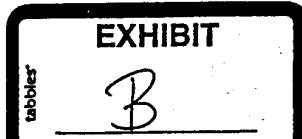
HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUM

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Department of State 8/15/2003 8:38 PAGE 1/1 RightFAX

P.1



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

August 15, 2003

BARRON REDDING HUGHES ET AL.

SUBJECT: HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUM ASSOCIATION,
INC.
REF: W03000023207

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The name of the entity must be identical throughout the document.

If you have any further questions concerning your document, please call (850) 245-6931.

Becky McKnight
Document Specialist
New Filings Section

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Letter Number: 503A00046473

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P. 3

Fax Audit No. H03 000253875 6

ARTICLES OF INCORPORATION
OF
HARBOUR VILLAGE AT HISTORIC ST. ANDREWS
CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2003 AUG 15 AM 9:07

FILED

The undersigned incorporator by these Articles associates himself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopts the following Articles of Incorporation:

ARTICLE I. NAME

The name of this Corporation is Harbour Village at Historic St. Andrews Condominium Association, Inc.

ARTICLE II. TERM OF EXISTENCE

This Corporation is organized for the purpose of providing an entity under the Florida Condominium Act (the "Act"), for the operation of a condominium located in Bay County, Florida, and known as "Harbour Village at Historic St. Andrews, a Condominium", created pursuant to the Declaration of Condominium therefor and shall exist perpetually or until terminated as provided by law.

ARTICLE III. ADDRESS OF CORPORATION

The mailing address of the principal office of the Corporation is 3801 Plaza Tower Drive, Baton Rouge, LA 70816.

THIS INSTRUMENT PREPARED BY:
Brian D. Leebrick, Esq.
Fla. Bar No. 172634
Barron, Redding, Hughes, Fite, Fensom,
Sanborn & Kiehn, P.A.
220 McKenzie Avenue
Panama City, FL 32401
(850) 785-7454

Fax Audit No. H03 000253875 6

ARTICLE IV. PURPOSE

The purpose of this Corporation will be to operate and govern the condominium known as "Harbour Village at Historic St. Andrews, a Condominium", located in Bay County, Florida.

ARTICLE V. MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the By-Laws of the Corporation. All Unit Owners of any condominium submitted to the jurisdiction of the Corporation must be members of the Corporation. All members of the Corporation must pay dues or assessments. A portion of the money collected from dues or assessments must be used, in part, for the operation and maintenance of the stormwater management facility.

ARTICLE VI. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this Corporation is 220 McKenzie Avenue, Panama City, Florida, 32401, and the name of the initial registered agent of this Corporation at that address is Brian D. Leebrick, Esq.

ARTICLE VII. BOARD OF DIRECTORS

The election or appointment of the Board of Directors shall be regulated by a method of election as stated in the By-Laws of the Corporation.

The number of persons constituting the first Board of Directors shall be three (3), and their names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Neil R. Juneau President	3801 Plaza Tower Drive Baton Rouge, LA 70816
Bob Robbins Vice-President	766 W. 23 rd Street Panama City, FL 32405
Sean P. Siebert Secretary/Treasurer	3801 Plaza Tower Drive Baton Rouge, LA 70816

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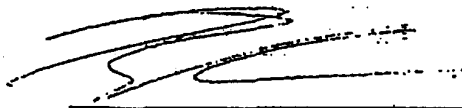
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ARTICLE VIII INCORPORATOR

The name of the person signing these Articles is Brian D. Leebrick, Esq., whose address is 220 McKenzie Avenue, Panama City, Florida, 32401.

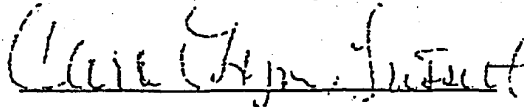
IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the 14th day of August, 2003.



Brian D. Leebrick, Esq.
Incorporator

STATE OF FLORIDA,
COUNTY OF BAY.

The foregoing instrument was acknowledged before me this 14th day of August, 2003, by Brian D. Leebrick, who is personally known to me.



(SEAL)



(Print Name)
Notary Public
Commission # _____
My Commission Expires: _____

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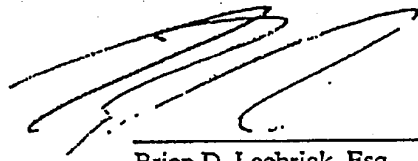
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ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT
OF

HARBOUR VILLAGE AT HISTORIC ST. ANDREWS
CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit

Having been named as registered agent to accept service of process for Harbour Village at Historic St. Andrews Condominium Association, Inc., a Florida not for profit corporation, at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 14th day of August, 2003.



Brian D. Leebrick, Esq.
Registered Agent

2003 AUG 15 AM 9:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT "G"

BY-LAWS

BY-LAWS

OF

**HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUM ASSOCIATION,
INC.**

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

**ARTICLE I
NAME**

The name of the Association is "Harbour Village at Historic St. Andrews Condominium Association, Inc." (the "Association").

**ARTICLE II
PURPOSE**

These are the By-Laws of Harbour Village at Historic St. Andrews Condominium Association, Inc., a corporation not-for-profit formed under the laws of the State of Florida and located in Bay County, Florida. The Association has been organized for the purpose of providing for the operation, management, maintenance, control and administration of the condominium known as Harbour Village at Historic St. Andrews Condominiums, a Condominium, pursuant to the provisions of Chapter 718, Florida Statutes (the "Act").

**ARTICLE III
OFFICES**

The initial office of the Association shall be at 3801 Plaza Tower Drive, Baton Rouge, LA 70816. The Association Board of Directors may from time to time designate a different location for the Association office.

**ARTICLE IV
FISCAL YEAR**

The fiscal year of the Association shall be the calendar year.

**ARTICLE V
SEAL**

The seal of the corporation shall bear the name of the Association, the word "Florida" and the words "corporation not-for-profit," and the year of incorporation, "2003," an impression of which is as follows:

ARTICLE VI
PARLIAMENTARY RULES

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

ARTICLE VII
MANAGEMENT

A. Board of Directors.

1. In General; Number of Directors. Prior to turnover, the affairs of the Association shall be managed by a Board of Directors of three (3) directors. After turnover of the Association, as described herein, the Board of Directors will increase to five (5) directors. All of the powers and duties of the Association existing under the Act, the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to the approval by the Unit Owners when such approval is specifically required. Notwithstanding any other provision hereof, Directors must be Unit Owners, except that the Developer may select Directors who are not Unit Owners during the period in which it can select Directors.
2. Director's Term. The three (3) directors receiving the greatest number of votes during the first election in which Unit Owners other than the Developer elect a majority of the Board of Directors shall serve a term of two (2) years and the other directors elected at that election shall serve a term of one (1) year. Thereafter, the terms of each director's service shall be for two (2) years and shall extend thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
3. Meetings of the Directors.
 - (a) Director's Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

- (b) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
- (c) Special Meeting. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of a majority of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- (d) Notice of Meetings of the Board of Directors. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Written notice of any meeting at which *non-emergency* special assessments, or at which an amendment to rules regarding use of Units will be proposed, discussed or approved, shall be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.
- (e) Open Meetings and Records. Meetings of the Board of Directors shall be open to all Unit Owners. Minutes of all meetings of the members or the Board of Directors shall be kept in a book available for inspection by Unit Owners or their authorized representatives, and Board members at any reasonable time. Said minutes shall be retained for a period of not less than seven (7) years.
- (f) Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- (g) Quorum. A quorum at director's meetings shall consist of a majority of the entire Board of Directors, which may include persons appearing telephonically in accordance with law. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the

acts of the Board of Directors, except when approval by a greater number of directors as required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws.

- (h) **Adjourned Meetings.** If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present and after notice has been provided.
- (i) **Director Action.**
 - (i) A member of the board of administration or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
 - (ii) A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board of Directors meetings. A vote or abstention for each member present shall be recorded in the minutes.
- (j) **Presiding Officer.** The presiding officer of directors meetings shall be the chairman of the Board of Directors if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
- (k) **Order of Business.** The order of business at a directors meeting shall be:
 - (i) Calling of roll;
 - (ii) Proof of due notice of meeting
 - (iii) Reading and disposal of any unapproved minutes;
 - (iv) Report of officers and committees;
 - (v) Election of officers (if appropriate);
 - (vi) Unfinished business;
 - (vii) New business;
 - (viii) Adjournment.

4. **Directors Compensation.** Directors shall receive no fees or other compensation for their services as a director. Directors and officers have a fiduciary relationship to the Unit Owners. An officer, director, or manager may not solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his or her own benefit or that of his or her immediate family, from any person providing or proposing to provide goods or services to the Association. This does not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.
5. **Election of Directors.** Election of directors shall be conducted in the following manner:
 - (a) **Timing.** Election of directors shall be held at the annual meeting of the Members of the Association.
 - (b) **Manner.** The election shall be by secret ballot and by plurality of the Unit Owners. The owner of each Unit shall be entitled to cast a vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, except that limited proxies may be used to recall and replace a member of the Board of Directors as provided in Rule 61B-23.0026, F.A.C. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303 of the Act. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this Subparagraph, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board of Directors.
 - (c) **Notice and Nominations.** Not less than sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery, or transmission including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the

Board of Directors shall give written notice to the Association not less than 40 days before a scheduled election. Upon request of a candidate, the Association shall include an information sheet, no larger than 8.5 inches by 11 inches which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Together with the written notice and agenda as set forth in Paragraph 8(D) of these Bylaws, the Association shall mail, deliver, or electronically transmit a second notice of the election meeting to all Unit Owners entitled to vote therein not less than fourteen (14) days nor more than thirty four (34) days prior to the election meeting, together with a ballot which shall list all candidates.

- (d) Subject to the provisions of Section 718.301 of the Act, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.
- (i) If the recall is approved by a majority of all Unit Owners by a vote at a meeting, the recall shall be effective as provided herein. The Board of Directors shall duly notice and hold a Board of Directors meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board of Directors members. At the meeting, the Board of Directors shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as described in subparagraph (iii).
- (ii) If the proposed recall is by an agreement in writing by a majority of all Unit Owners, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by chapter 48 of the Florida Rules of Civil

Procedure. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records and property of the Association in their possession, or proceed as described in subparagraph (iii).

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

- (e) Notwithstanding any of the foregoing, turnover of the Association by the Developer will be governed by Section 718.301(1)(a)-(e), which provides as follows:

“(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

“(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

“(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

“(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

“(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

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

Until required by the Act including Section 718.301 of the Act, or until the Developer or any subsequent developer elects to terminate their control of the Association and the condominiums operated by it, whichever occurs first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. During the time the majority of the persons serving on the Board of Directors are appointees of the Developer, the Developer reserves the right to chair or designate a representative to chair meeting(s) of members. Nothing in this Paragraph shall apply to any voting rights which must be exercised by unit owners other than Developer, as provided in the Act.

- B. **Officers.** The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be director, a Treasurer/Secretary, who shall be a director, and an Assistant Secretary, all of whom shall be elected annually by the Board of

Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board of Directors shall find to be necessary or convenient to manage the affairs of the Association. Prior to the time at which the Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors, the officers need not be Unit Owners.

1. Titles and Duties of Officers.

- (a) President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association. After transfer of control of the Association to Unit Owners other than the Developer has occurred, the President shall appoint a standing budget committee for the Association. The President, on behalf of the Board of Directors, shall provide the budget committee a copy of the annual budget (or any amendment thereto or any special assessment proposal made in addition to the annual budget) proposed or to be proposed for adoption and shall solicit the budget committee's comments and recommendations regarding the budget; such comments and recommendations shall be submitted for consideration along with the budget itself to the Board of Directors or membership, as the case may be, when the budget is voted on for approval.
- (b) Vice President. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other power and perform such other duties as shall be prescribed by the directors.
- (c) Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all proceedings of the directors and the members in a businesslike manner and available for inspection by Unit Owners and Directors at all reasonable times. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The

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

The Association may, with the approval of the Board of Directors, retain a management company to perform all or some of the duties of the officers.

ARTICLE VIII

MEMBERS

- A. **In General.** Each Unit Owner shall be a Member of the Association, with the right to vote on any matter for which a Unit Owner is entitled to vote. At any meeting of the members, the Unit Owner of each Unit shall be entitled to cast one (1) vote for each Unit he owns, which shall not be cumulative.

If a Unit is owned by one (1) person or entity, the right to vote on behalf of such Unit shall be established by the record title to the Unit. If a Unit is owned by more than one (1) person, the person or entity entitled to cast the vote for the Unit shall be designated by a voting certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the Unit concerned. A certificate designating a person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

Notwithstanding the foregoing, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

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

Notwithstanding any other provision of these Bylaws, to the maximum extent allowed by law, until such time as the Unit Owners are entitled to elect a majority of the members of the Board of Directors, the Developer shall hold all Voting Interests (as that term is defined and used in the Act), and the Developer, rather than the Unit Owners, shall have the sole right to vote on all matters otherwise requiring a vote of the Unit Owners, except as expressly otherwise provided by the Act.

- B. **Members' Meetings.** The annual Members' meeting shall be held each year at a location set by the Board of Directors on a date during the month of November as from time to time determined by the Board of Directors. The Members may transact at the annual members meeting any business authorized to be transacted by the Members.
- C. **Special Meetings.** Special meetings of the Members shall be held whenever allowed by the Act or called by the President.
- D. **Notice.** Notice of all members meetings stating the time and place and identifying each agenda item for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be posted at a conspicuous place designated by the Board of Directors on the condominium property at least thirty (30) continuous days preceding the meeting and shall be in writing to each member and shall be mailed, delivered or electronically transmitted to each Unit Owner not less than thirty (30) days nor more than thirty four (34) days prior to the date of the meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed, hand delivered, or electronically transmitted in accordance with this provision, to each Unit Owner at the address last furnished to the Association.
- E. **Quorum.** A quorum of members meetings shall consist of persons holding one-third of the Unit Owners of the entire membership. The acts approved by a majority of the Unit Owners present at a meeting at which a quorum is present shall constitute the act of the members, except when approval by a greater number of Unit Owners is required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association or these By-Laws. In determining whether a quorum is present, proxies may be counted as Unit Owners present.

- F. **Proxies.** Votes may be cast in person or by proxy subject to the provisions of this Paragraph. A proxy may be made or revoked by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting, provided that in no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

Unit Owners may not vote by general proxy (except as otherwise provided herein), but may vote by limited proxy in the following instances: (1) to waive financial statement requirements and the financial reporting requirements of Section 718.111(13) of the Act, (2) to waive or reduce reserves, (3) to amend the Declaration, Articles of Incorporation or the By-Laws, and (4) for any other matter which requires or permits a vote of the Unit Owners.

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

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

- G. **Lack of Quorum.** If any meeting of members cannot be organized because a quorum is not present, the Unit Owners who are present, either in person, or by proxy, may adjourn the meeting from time to time until a quorum is present.
- H. **Order of Business.** The order of business at annual meetings and as far as practical at other members meetings shall be: (1) Collection of election ballots; (2) Election of chairman at meeting; (3) Call of the roll and certifying of proxies; (4) Proof of notice of meeting or waiver of notice; (5) Election of inspectors of an election; (6) Closing of the polls; (7) Reading and disposal of any unapproved minutes; (8) Report of officers; (9) Report of committees; (10) Election of directors; (11) Unfinished business; (12) New business; (13) Adjournment.

ARTICLE IX **FINANCIAL MANAGEMENT**

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

- A. **Budgets.**
1. The Board of Directors shall adopt a budget for each fiscal year for the Association. The budget for the Association shall include the estimated receipts and expenditures

arising out of the use, ownership, operation and maintenance of the Common Elements.

2. All budgets adopted by the Board of Directors shall include the estimated funds required to defray the common expenses and to provide and maintain funds according to good accounting practices by accounts and expense classifications including, if applicable, but not limited to the following: (1) Administration of the Association; (2) Management fee; (3) Maintenance; (4) Taxes upon Association Property; (5) Taxes upon leased area; (6) Insurance; (7) Security Provisions; (8) Other expenses; (9) Operating Capital; (10) Reserves; (11) Fees payable to Division, if any; (12) Betterments (Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements of the condominium or the property of the Association); and (13) Operations.

The Board of Directors shall also adopt a budget for limited common elements which the Association is obligated to maintain as provided in the Declaration, which shall include the estimated funds required to defray such expenses and to provide and maintain funds according to good accounting practices by accounts and expense classifications, including, if applicable, but not limited to the items described above. The cost of maintenance of the limited common elements shall be allocated as provided in the Declaration.

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

meeting of the Association. The Developer cannot unilaterally reduce or waive reserves.

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

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

4. For the purpose of the Budget, "Operations" shall include the gross revenues, if any, from the use of the common elements or other property owned by the Association and only the additional direct expense required by the revenue producing operation. Any surplus from such operations shall be used to reduce the assessments in the year following the year in which the surplus is realized. Any losses from such operation shall be met by assessments in the year following the year in which the loss is realized, unless funds cannot be adequately and timely raised in such fashion, in which event the required funds shall be provided by special assessment.
5. At least fourteen (14) days prior to any meeting at which the annual budget will be adopted and approved, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or electronically transmit to the location furnished by the Unit Owner for that purpose a notice of such meeting and a copy of the proposed annual budget. The Unit Owner shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, and if the Board of Directors receives, within twenty one (21) days after adoption of the annual budget, a written request from at least ten percent (10%) of the Unit Owners, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget. The special meeting shall be held within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board

of Directors shall hand deliver to each Unit Owner, or mail to each such Unit Owner at the mailing address last furnished to the Association, a notice of the meeting.

In any event, the Board of Directors may propose a budget to the Unit Owners at a meeting of the members, and if the budget or proposed budget is approved by the Unit Owners at the meeting; the budget so approved shall be adopted. If a meeting of the Unit Owners has been called and a quorum of the Unit Owners is not attained or a substitute budget is not adopted, the budget adopted by the Board of Directors shall go into effect as scheduled.

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

B. Assessments.

1. The Board of Directors shall make assessments against each Unit for its share of the items of each budget in an amount not less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The costs of maintenance of the limited common elements shall be allocated as described in the Declaration.
2. The assessments shall be made quarterly in advance and shall be due in equal, quarterly installments on the first day of each quarter for which the assessments are made.
3. If a quarterly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and such quarterly assessments shall be due on the first day of each month of each quarter until changed by an amended assessment.
4. In the event the quarterly assessment shall be insufficient in the judgment of the Board of Directors, the Board of Directors shall amend each budget and shall make amended assessments for the balance of the quarter in sufficient amounts to meet the expenses for the quarter; provided, however, that any account of an amended budget

that exceeds the limit upon increases shall be subject to approval of membership of the Association affected by that particular budget as previously required in these By-Laws.

5. Assessments for common expenses that cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such is given to the Unit Owners concerned. After such notice, Special Assessments may be made in one of two ways, depending on the purpose of the Special Assessment. When the purpose of the Special Assessment is limited to the payment of costs of reconstruction and repair immediately necessary to avoid damage to the condominium, it may be made by the Board of Directors, without approval of the Unit Owners or their mortgages, upon a two-thirds (2/3) vote of the directors, a quorum being present. Such assessment shall be effective and paid as determined by the Board of Directors and indicated in the notice of assessment. All other Special Assessments must be approved in writing by two-thirds (2/3) of the Unit Owners, and thereupon the assessment shall become effective, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.
- C. **Depository.** The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the directors.
- D. **Annual Financial Report.** Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

ARTICLE X

DISPUTE RESOLUTION

Disputes, as defined in Section 718.1255, F.S., shall be submitted for mediation or arbitration as provided therein.

ARTICLE XI

OFFICIAL RECORDS

- A. **Mandatory Documents.** From the inception of the Association, the Association shall maintain a copy of each document described in Section 718.111(12)(a) of the Act, and any

other document required to be maintained in the State of Florida by the Association in accordance with applicable law:

- B. **Inspection.** The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspection and copying. However, in no event shall the Association fail to provide the records within five (5) working days after receipt of a written request. A Unit Owner who is denied access to official records is entitled to such damages and remedies as are provided in Section 718.111(12)(c) of the Act. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws, and rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in Section 718.504 of the Act, on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.
- C. **Question and Answer Sheet.** The Association shall prepare a Question and Answer Sheet as described in Section 718.504 of the Act, and shall update it annually.
- D. **Prospective Purchasers.** Notwithstanding any of the foregoing, the Association shall not be required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by Florida law or to be made available or disclosed. The association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

ARTICLE XII FINES

In addition to all remedies provided in the Declaration of Condominium of the condominium operated by the Association, the Articles or these By-Laws, the Board of Directors of the Association may, upon reasonable notice of not less than 14 days and an opportunity for hearing, fine and charge any offending member a sum not to exceed One Hundred Dollars \$100.00 for each infraction of the provisions of said Declaration, Articles, By-Laws or reasonable rules and regulations of the Association. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed

\$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

The Notice shall include the following:

- A. Statement of date, time and place of hearing.
- B. Statement of provisions allegedly violated (Declaration, By-Laws, Rules); and
- C. Short and plain statement of the matters asserted by the Association.

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

ARTICLE XIII **TRANSFER FEE**

No fee shall be charged by the Association in connection with a transfer, lease, sale or sublease of a Unit which is subject to approval of the Association or its Board of Directors, in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

ARTICLE XIV **AMENDMENTS**

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

- A. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. **Approval.** A resolution approving a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners of the Association. Except as elsewhere provided, such approvals must be either by:
 - 1. Not less than two-thirds (2/3) of the Unit Owners of the Association.

2. Until the transfer of control from the Developer to Unit Owners other than the Developer, by two-thirds (2/3) of the directors.
3. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of By-Law. See By-Law __ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

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

ARTICLE XV INTERPRETATION

These By-Laws shall be deemed to include any mandatory provision of Section 718.112(2) of the Act as if fully restated herein. Whenever the context of the Bylaws requires the same, the singular shall include the plural and the plural the singular and the masculine shall include the feminine and the neuter. Notwithstanding any other provision hereof, notice of meetings of the Board of Director's, special and annual Unit Owner meetings (except Unit Owner meetings called to recall Board members under Section 819.112(2)(j)), and committee meetings may be given by electronic transmission to Unit Owners who consent to receive notice by electronic transmission.

ARTICLE XVI OTHER PROVISIONS.

- A. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code. Notwithstanding the provisions of Chapter 633, F.S., or of any other code, statute, ordinance, administrative rule,

or regulation, or any interpretation of the foregoing, the Association, Condominium, or Unit Owner is not obligated to retrofit the Units of the Condominium with a fire sprinkler system or other engineered life safety system in the Condominium, if the Unit Owners have voted to forego such retrofitting and engineered life safety system by the affirmative vote of two-thirds of all voting interests in the Condominium. A vote to forego retrofitting may not be obtained by general proxy or limited proxy, but shall be obtained by a vote personally cast at a duly called Unit Owner meeting, or by execution of a written consent by the Unit Owner, and shall be effective upon the recording of a certificate attesting to such vote in the public records of Bay County, Florida. The Association shall provide each Unit Owner written notice of the vote to forego retrofitting of the required fire sprinkler system, in at least 16-point bold type, by certified mail, within 20 days after the Association's vote. After such notice is provided to each Unit Owner, a copy of such notice shall be provided by the current owner to a new owner prior to closing and shall be provided by a unit owner to a renter prior to signing a lease.

- B. **Conveyances to Condemning Authorities.** The Association is hereby granted a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.
- C. **Written Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board of Directors shall respond as provided in Section 718.112(2)(a)(2), F.S., and failure to comply with the provisions of such Section shall have the consequences identified therein. The Board of Directors shall adopt reasonable rules and regulations regarding the frequency and manner of responding to such inquiries.

The foregoing was adopted as the By-Laws of Harbour Village at Historic St. Andrews Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 2003

President