

This Instrument Prepared By,
Record, and Return to:
Joseph P. Jones, Esq.
Broad and Cassel
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301

**DECLARATION OF CONDOMINIUM
OF
AQUA, A CONDOMINIUM**

Aqua Condominium Developers, Ltd., an Alabama limited partnership authorized to transact business in the State of Florida (hereinafter the "Developer"), does hereby declare as follows:

1. Introduction and Submission.

- 1.1 The Land. The Developer owns the fee title to that certain land located in Bay County, Florida, as more particularly described on **Exhibit "1"** attached hereto and made a part hereof (the "Land").
- 1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public and private (e.g., cable television) utility installations therein or thereon - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium (hereinafter defined) or be subject to the jurisdiction of the Association (hereinafter defined), the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.
- 1.3 Name and Address. The name by which this condominium is to be identified is AQUA, a Condominium (hereinafter called the "Condominium"), which is located at 15625 Front Beach Road, Panama City Beach, Bay County, Florida 32413

2. Definitions. The following terms when used in this Declaration and in its Exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as amended from time to time.
- 2.2 "Additional Requirements for Pedestrian Crossing" means those documents contained in **Exhibit "8"** providing for the rights and obligations with regard to the Pedestrian Walkover spanning Front Beach Road, Panama City Beach, Bay County, Florida.
- 2.3 "Alternate Voting Members" means those Unit Owners selected as Alternate Voting Members eligible to cast votes in the absence of a Voting Member, i.e. proxy.

- 2.4 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association attached hereto as **Exhibit "2"** and made a part hereof, as amended from time to time.
- 2.5 "Assessment" means a share of the funds which are required for the payment of Common Expenses which share from time to time is assessed against the Unit Owners.
- 2.6 "Association" or "Condominium Association" means Aqua Condominium Association, Inc., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium, in accordance with the terms of this Declaration, the Articles and the Act.
- 2.7 "Association Property" means the property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
- 2.8 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association which is responsible for the administration of the Association.
- 2.9 "Building" and "Buildings" means the structure(s) to be located on the Condominium Property in which the Units, Common Elements and Limited Common Elements will be located.
- 2.10 "By-Laws" mean the By-Laws of the Association, attached hereto as **Exhibit "3"** and made a part hereof, as amended from time to time.
- 2.11 "Commercial Unit" means each of Four (4) Units designated as such on **Exhibit "4"** attached hereto and made a part hereof. Developer reserves the right to subdivide or combine any of the Commercial Units; provided, however, the number of votes for each Unit shall be unchanged (i.e., two (2) combined Commercial Units shall continue to have two (2) votes for all purposes hereunder).
- 2.12 "Common Elements" means and includes the portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:
- (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities (to the extent the same are contained within the boundary walls of the Unit), equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation or other services to Units or to the Common Elements, together with related property, and installations, including but not limited to studs, blocks, supports, and drywall of the boundary walls of the Units.
 - (b) An easement of support in every portion of a Unit which contributes to the support of a Building, other Units and/or any part of the Common Elements;
 - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements, including but not limited to studs, blocks, supports and drywall (but not the paint applied thereto) in the walls bounding each Unit.
 - (d) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.
 - (e) The Parking Garage except for the Commercial Units therein depicted on **Exhibit "4"**.
- 2.13 "Common Expenses" means all expenses incurred by the Association in performance of its duties for the Condominium, including, but not limited to:

(1) expenses of insuring, maintenance, operation, protection, repair or replacement of the Common Elements and Association Property; (2) expenses declared Common Expenses by the provisions of this Declaration or by the Articles, By-Laws or by the Act; and (3) the costs of carrying out the powers and duties of the Association. Common Expenses also include reasonable transportation services, insurance for directors and officers of the Association, road maintenance and operation expenses, in-house communications, security services, and pest control services to the Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or the Condominium Property, and the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract. Common Expenses shall not include any separate obligations of individual Unit Owners.

- 2.14 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.15 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.16 "Condominium Property" means the Land, Improvements and personal property described in subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, that are subjected to condominium ownership under this Declaration, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.17 "County" means the County of Bay, State of Florida.
- 2.18 "Declaration" or "Declaration of Condominium" means this instrument and all Exhibits attached hereto, as it may be amended from time to time.
- 2.19 "Developer" means Aqua Condominium Developers, Ltd., an Alabama limited partnership authorized to transact business in the State of Florida, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned by an instrument executed and recorded by the Developer or assignee of Developer. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium Property. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board, or the Association upon the transfer of control of the Association.
- 2.20 "Division" means the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation.
- 2.21 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located or are to be constructed on the Land, including, but not limited to, the Building.
- 2.22 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional-type lender, or the Developer, holding a first mortgage on a Unit or Units.

- 2.23 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.24 "Parking Garage" shall mean the parking facility located directly across Front Beach Road from the Condominium wherein owners, guests, renters, licensees and invitees of the Condominium shall park their motorized vehicles, subject to the parking rules as set forth in the Rules and Regulations of the Condominium.
- 2.25 "Pedestrian Walkover" means that elevated walkway spanning Front Beach Road which connects the Parking Garage to the remainder of the Condominium.
- 2.26 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at any time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee. Notwithstanding the foregoing, Wells Fargo Bank, N.A. the holder of a mortgage encumbering the Land, originally recorded in Official Records Book 2425, at Page 580, which was assigned to Wells Fargo Bank, N.A. in Official Records Book 2514, Page 472, then modified by instrument recorded in Official Records Book 2514, Page 475 of the Public Records of Bay County, Florida (the "Mortgage"), is hereby designated the Primary Institutional First Mortgagee until such Mortgage is satisfied of record in the Public Records of Bay County, Florida.
- 2.27 "Residential Unit" means the Units designated as such in **Exhibit "4"**. If two or more Residential Units are combined, the number of votes for each Unit shall be unchanged (i.e., two (2) combined Residential Units shall continue to have two (2) votes for all purposes hereunder).
- 2.28 "Rules and Regulations" means that certain document as **Exhibit "9"** attached hereto and made a part hereof.
- 2.29 "Special Assessment" means any assessment levied against a Unit Owner other than the assessment required by a budget adopted annually.
- 2.30 "Unit" means a part of the Condominium Property which is subject to exclusive ownership and is used or intended to be used for residential or commercial purposes, as applicable.
- 2.31 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.
- 2.32 "Utility Service" means and is intended to include, but is not limited to, electric power, gas, telephone, potable water, heating, and air conditioning ventilation systems, garbage and sanitary sewage disposal. Gas is not available to individual Units.
- 2.33 "Voting Members" means those Unit Owners selected as Voting Members in accordance with the provisions of Section 5.2 hereof and in accordance with the By-Laws.

3. Description of Condominium.

- 3.1 Identification of Units. The Land will have constructed thereon the Parking Garage and one (1) separate Building containing a total of two hundred thirty-three (233) Residential Units and four (4) Commercial Units. Each Unit is identified by a separate numerical designation. For purposes of this Declaration, all provisions contained herein shall apply equally to a Residential Unit and to a Commercial Unit, except as may be provided for or as the context clearly prohibits. The designation of each Unit is set forth on **Exhibit "4"**. **Exhibit "4"** consists of a survey of the Land, a graphic description of the Improvements to be located thereon, including, but not limited to, the Building

in which the Units are to be located, and a plot plan thereof. Said **Exhibit "4"**, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration. The construction of the Condominium has been substantially completed as of the time of the recording of this Declaration, therefore a "Certificate of a Surveyor and Mapper," as required by Section 718.104(4)(e), Florida Statutes, is attached hereto as **Exhibit "7"** and made a part hereof.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling.
 - (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor.
- (b) Perimetrical Boundaries.
 - (i) Exterior Building Walls: The outside face of the exterior wall, excluding finish or sheathing.
 - (ii) Interior Demising Walls: The vertical plane of the centerline of these walls.
- (c) Apertures. Where there are apertures in any boundary, including but not limited to, windows and doors, the Unit's boundaries shall be the vertical plane of the exterior, unfinished surfaces of such apertures, including all framework, window casings and weather stripping thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings thereof, shall be included in the boundaries of the Unit.

3.3 Commercial Units. The Developer designates and retains ownership of certain areas of the Condominium as Commercial Units. These areas are fully depicted on **Exhibit "4"**. Title and ownership of these Commercial Units will initially remain exclusively with the Developer and only the Developer and those parties specifically authorized by the Developer may utilize the Commercial Units. Commercial Units may be used for any commercial purposes permitted by applicable zoning or other land use ordinances, laws, rules or regulation imposed by governmental authorities. The Developer, its assignees or its successors in title to the Commercial Units shall be responsible to the Association to pay their pro-rata share of Common Expenses of the Condominium based upon the proportion of total square footage of the respective Commercial Units. By virtue of owning the Commercial Units in fee, the Developer shall be a member of the Association and therefore shall be entitled to vote in the same manner as other members, i.e. one unit/one vote. Commercial Units shall not, except for payment of their pro-rata share of Common Expenses, Assessments, or Special Assessments and except for the initial Rules and Regulations, be subject to the jurisdiction of the Association.

- 3.4 Parking Garage. The Developer has constructed and designated or will construct and designate, as a Common Element (with the exception of the Commercial Units contained therein, the Limited Common Elements appurtenant thereto and the Reserved Parking Spaces referred to below), a motor vehicle Parking Garage for the exclusive use by Unit Owners, renters, guests, invitees and licensees of the Condominium. Except as provided below with respect to Reserved Parking Spaces, and further except as to Commercial Units within the Parking Garage, no Unit Owner shall have or acquire any interest in the Parking Garage at any time except as part of the Unit Owner's undivided share in the Common Elements. No assignment or, except as provided below, subsequent transfer of the right in any manner whatsoever to exclusively use the Reserved Parking Spaces may be made or accomplished separate from the passing of title to the Unit to which such Limited Common Element is appurtenant. The maintenance of the Parking Garage (other than the Commercial Units therein), as well as the insurance thereon, shall be the sole responsibility of the Association. Any required maintenance thereof or required repair thereto shall be the responsibility of the Association and the cost thereof shall be deemed a Common Expense. The use of the Parking Garage shall be in strict accordance with the Rules and Regulations.

The Developer reserves for a period of three (3) years after the date of the recording of this Declaration (the "Reserved Parking Space Assignment Period") the right, in its sole discretion, to assign, with or without consideration, the automobile parking spaces in the Parking Garage denoted as "Reserved in Developer for Future Assignment" situated on the Condominium Property, as shown on Exhibit "4" hereof (the "Reserved Parking Spaces"), as Limited Common Elements for the exclusive use by Owners of specified Units. Thereafter, any remaining Reserved Parking Spaces not assigned by Developer shall automatically be deemed to be Common Elements under the control of the Association. The use of any Reserved Parking Space shall be subject to applicable state law, county and city ordinance and governmental action pursuant thereto. In the event of Developer's exercise of such reserved right, no Reserved Parking Space shall be assigned by the Developer to more than a single Unit at a time, but more than one (1) Reserved Parking Space may be assigned to a Unit as delineated herein. After assignment to a Unit and prior to subsequent transfer by the Unit Owner, each Reserved Parking Space shall pass as a Limited Common Element of the Unit. No Unit Owner shall have or acquire the right to use any Reserved Parking Space at any time except as a Limited Common Element appurtenant to its Unit. All such assignments of Reserved Parking Spaces shall be made by a non-recordable instrument in writing ("Parking Space Assignment"). The Developer will cause the Association to record each such Parking Space Assignment in the Association's records and the Unit Owner to which such Reserved Parking Space is assigned or subsequently transferred shall have the exclusive right to the use thereof. All fees collected by Developer for assigning Reserved Parking Spaces, if any, shall be retained by Developer and shall not constitute income or revenue of the Association. Parking Space Assignments shall be executed by Developer alone. Subsequent transfers of Reserved Parking Spaces shall be executed by the transferor alone. There shall be no recordation in the County of the assignment or subsequent transfer of a Reserved Parking Space. No assignment or subsequent transfer of a Reserved Parking Space may be made or accomplished separately from the passing of title to the Unit to which it is appurtenant as a Limited Common Element, except as provided below and further except that the same may be separately assigned by the Developer to the Condominium Association prior to the expiration of the Reserved Parking Space Assignment Period and thereafter maintained as part of the Common Elements. Notwithstanding the foregoing, a Unit Owner who has acquired one (1) or more Reserved Parking Spaces shall have the right, at any time after the earlier of (a) the expiration of the Reserved Parking Space Assignment Period or (b) the date by which Developer has assigned all Reserved Parking Spaces to Unit Owners, to transfer any of its Reserved Parking Spaces to another Unit Owner; provided, however, that no Reserved Parking Space may be transferred to more than a single Unit at a time, but more than one (1) Reserved Parking Space may be transferred to a Unit. The transferor Unit Owner shall have the right to retain all

consideration paid by the transferee Unit Owner for the transfer of the Reserved Parking Space. Upon a transfer of a Reserved Parking Space by a Unit Owner, such Unit Owner shall promptly provide written evidence of same to the Association, and the Association shall record such transfer in the Association's records. No such transfer shall be deemed valid until such written evidence shall have been received by the Association.

- 3.5 Pedestrian Walkover. For the convenience of the Unit Owners, renters, guests, invitees and licensees, the Developer has constructed or will construct a Pedestrian Walkover spanning Front Beach Road which connects or will connect the Parking Garage to the portion of the Condominium south of Front Beach Road. The Pedestrian Walkover will be provided pursuant to (and will be subject to) the terms and conditions of the Pedestrian Crossing Permit issued by the State of Florida Department of Transportation. The Pedestrian Crossing Permit provides for the terms and conditions upon which the Pedestrian Walkover will be permitted and governed. Requirements of the Association regarding the maintenance expenses of upkeep and repair of the Pedestrian Walkover are set forth in the Pedestrian Crossing Permit and such expenses are hereby declared to be Common Expenses of the Association. Title to the Pedestrian Walkover shall be vested in the Association.

- 3.6 Types of Units. There are a variety of Unit floor plans which are located in the Condominium as follows:

Unit Type:	Number of Units:
A-1 (1 Bedroom, 2 Baths) 1,010 Sq. Ft.	21
A-2 (1 Bedroom, 2 Baths) 1,017 Sq. Ft.	22
A-3 (1 Bedroom, 2 Baths) 1,104 Sq. Ft.	21
B-1 (2 Bedrooms, 2 Baths) 1,273 Sq. Ft.	21
B-2East (2 Bedrooms, 2 Baths) 1,283 Sq. Ft.	21
B-2West(2 Bedrooms, 2 Baths) 1,283 Sq. Ft.	21
B-3 (2 Bedrooms, 2 Baths) 1,368 Sq. Ft.	22
B-4 (2 Bedrooms, 2 Baths) 1,475 Sq. Ft.	1
C-1 (3 Bedrooms, 3 Baths) 1,823 Sq. Ft.	21
C-2 (3 Bedrooms, 3 Baths) 1,569 Sq. Ft.	21
C-3 (3 Bedrooms, 3 Baths) 1,716 Sq. Ft.	18
C-3M(3 Bedrooms, 2 Baths) 1,620 Sq. Ft.	3
C-4 (3 Bedrooms, 3 Baths) 1,594 Sq. Ft.	18
C-4M (3 Bedrooms, 3 Baths) 1,573 Sq. Ft.	2
Commercial Unit #1 - 236 Sq. Ft.	1
Commercial Unit #2 - 679 Sq. Ft.	1
Commercial Unit #3 - 152 Sq. Ft.	1
Commercial Unit #4 - 200 Sq. Ft.	1

- 3.7 Unit Numbers. The Units of the Condominium are identified by the numbers set forth on **Exhibit "4"**.

- 3.8 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto the following:
- (a) Balconies/Terraces. Any balcony or terrace (and all Improvements thereto), as shown on **Exhibit "4"**, as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s).
 - (b) Storage Areas – As depicted on **Exhibit "4"**.
 - (c) Miscellaneous Areas, Equipment. Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units and the equipment or fixtures themselves shall be Limited Common Elements of such Unit(s).
 - (d) With respect to a specific Unit, anything elsewhere in this Declaration stated as being a Limited Common Element appurtenant to such Unit.
- 3.9 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):
- (a) Support. Each Unit, Building and the Improvements shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
 - (b) Utility and Other Services; Drainage. Non-exclusive easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium and each Unit. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any of the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and security systems, service and drainage facilities, studs, blocks, supports and drywall which are Common Elements, those studs, blocks and supports (and that drywall) which constitute Common Elements, and any other Common Elements contained in the Unit or elsewhere in the Condominium Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice, which notice shall not, however, be required if the Unit Owner is absent from the Unit when the giving of notice is attempted.
 - (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit (or Limited Common Element appurtenant thereto); (b) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate; or (iv) any repair or

restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

- (d) Ingress and Egress. A non-exclusive easement for ingress and egress in favor of each Unit Owner and resident, their guests, tenants, invitees, and mortgagees, shall exist for pedestrian traffic on, over, through and across, sidewalks, accessways, streets, paths, walks, hallways, and other portions of the Common Elements (not including Limited Common Elements) and Association Property as from time to time may be intended and designated for such purpose and use and as may be necessary to provide reasonable access to the public ways; and for vehicular traffic on, over, through and across, and parking on, such portions of the Common Elements as from time to time may be paved and intended for such purpose and use and as may be necessary to provide reasonable access to the public ways. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) Construction; Maintenance. The Developer (including its affiliates, and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any addition or renovation thereto, or any Improvements or Units located or to be located thereon, and to repair, replace and maintain, without any obligation, the Condominium Property or any part thereof when the Association fails to do so.
- (f) Sales Activity. As long as the Developer is offering Units for sale in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Association Property for model apartments and sales and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease, to be exempt from any restrictions on the type of vehicle allowed to park on Condominium Property if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units, and to take any and all actions which, in the Developer's opinion, may be helpful for selling or leasing Units or for promoting the Condominium and its operations generally.
- (g) Additional Easements. The Developer (as long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints each of the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that

such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling or commercial purposes, as applicable. In addition, the Board of Directors has the authority, without the joinder of any Unit Owner, to grant, modify, or move any easement if the easement constitutes part of or crosses the Common Elements or Association Property.

- (h) Easement For Services. The Association and its agents, contractors, designees, employees, successors and assigns shall have (i) a non-exclusive easement for access and use of all the Common Elements, including, but not limited to, those customarily used for pedestrian and vehicular traffic and also including driveways, parking ramps, walkways, halls and corridors, balconies, terraces, janitorial closets, mechanical/electrical rooms, trash rooms, and storage rooms for the purpose of cleaning, repairing, maintaining and improving the Building; and (ii) an irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements 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.

- 4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall be permitted, except as provided herein with respect to termination of the Condominium.

- 5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

- 5.1 Fractional Ownership and Shares. The undivided fractional ownership interest in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Unit, are set forth in **Exhibit "5"** attached hereto and made a part hereof, which shall be based upon the square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium.

- 5.2 Voting. The Unit Owner(s) of each Unit shall be a member of the Association. Each Unit shall have one (1) vote on all eligible matters before the Association. If any Unit is owned by more than one person, the owners of the Unit shall (on closing on the purchase of said Unit) submit to the Association a certificate signed by each owner of the Unit, identifying the Unit Owner authorized to cast the vote for that Unit.

- 6. Amendments. Except as elsewhere provided herein, amendments to this Declaration and its attached Exhibits may be effected as follows:

- 6.1 By the Association. 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. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary of the Association at or prior to the meeting at which such resolution is to be voted upon. Except as elsewhere provided herein, approvals must be by an affirmative vote of (a) Unit Owners of not less than 66-2/3% of the Units in

the Condominium and by not less than 66-2/3% of the Board of Directors of the Association or (b) Unit Owners of not less than 75% of the Units in the Condominium.

- 6.2 Amendments Prior to Turnover. During the period of Developer control of the Association, this Declaration, the Articles of Incorporation and the By-Laws may be amended to correct an omission or error, or to effect any other amendment by obtaining approval of a majority of the Board of Directors of the Association except that this procedure for amendment may not be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing.
- 6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors of the Association, which shall include recording data identifying this Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.
- 6.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or materially change the proportion or percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) of the Unit(s) so affected, and all record owners of liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by not less than 66-2/3% of the voting interests of Unit Owners in the Condominium. No amendment may be adopted which would terminate, limit, eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the prior written consent of said Developer and mortgagees in each instance; nor shall an amendment make any change in the Sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless 66-2/3% of the Institutional First Mortgagees shall join in the amendment. Whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld or delayed. The provisions of Sections 3.2, 3.3, 3.4, 6.4, 8.2(b), 8.2(c), 8.3, and 15 of this Declaration may not be amended in any manner without the prior written consent of Developer, whose consent may be withheld in Developer's sole discretion.

7. Maintenance and Repairs.

- 7.1 Units. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of hurricane screens and shutters, windows, window coverings, interior nonstructural walls, the

entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating, ventilating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces (including paint) and the entire interior of the Unit lying within the boundaries of the Unit, or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Such maintenance, repair and replacement obligation shall include, but not be limited to, the immediate repair of any leaks affecting the Unit or Limited Common Element appurtenant thereto and any further action which is necessary to stop the growth of mold and/or mildew which might affect the Unit.

- 7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect by specific Unit Owners, in which case such cost shall be paid solely by such Unit Owners. Such maintenance, repair and replacement obligation shall include, but not be limited to, the immediate repair of any leaks affecting the Common Elements and any further action which is necessary to stop the growth of mold and/or mildew which might affect the Common Elements.
- 7.3 Coastal Environment. Due to high salt and mineral content, coastal environments can be corrosive and destructive to metals or other materials. The Condominium is a gulf front condominium. Consequently, certain elements of the Condominium and/or Units may exhibit corrosion or other damage attributable to coastal environments as they age. Mold and mildew are also naturally occurring, particularly in a humid coastal environment, such as where the Condominium is located. Occurrence and damage caused by mold and mildew are directly related to the admission of moisture into Units. To minimize the occurrence and damage caused by mold and mildew, Unit Owners are advised to keep all doors and windows closed and to operate the H.V.A.C system, at all times practicable, even if the Unit is unoccupied. No Unit Owner shall install, within his Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all furniture and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, are strongly advised to periodically run the H.V.A.C. system to maintain the Unit temperature, whether or not occupied, at not more than 78°F when on the cooling cycle, or less than 65° when on the heating cycle, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the

Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed Charges). The Association agrees to notify Unit Owner and Unit Owner agrees to notify Association of the discovery of mold, mildew and/or water intrusion and/or damage pertaining to the property of the Unit they respectively maintain.

- 7.4 Specific Association Responsibility. The Association has been given a maintenance manual by Developer which sets forth scheduled maintenance and inspections which should be performed by the Association, its agent, contractor or designee. Unless not otherwise prohibited by the Act, the Association's failure to perform scheduled maintenance and inspections pursuant to this manual or other routine maintenance and inspections shall constitute an absolute defense to claims arising from the Developer's failure to inspect and maintain.
- 7.5 Specific Unit Owner Responsibility. The obligation set out above to maintain, repair and replace any equipment and fixtures or other items of personal property which are contained within a particular Unit or Units (and Limited Common Elements appurtenant thereto) shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Unit.

8. **Additions, Alterations or Improvements.**

- 8.1 By the Association. Whenever in the judgment of the Board of Directors, the Common Elements or the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of 10% of the then annual budget of the Association, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements or the Association Property, or any part of either, costing in the aggregate 10% or less of the then annual budget of the Association may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or the Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.
- 8.2 By the Unit Owner.
- (a) Consents and Permits. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, or any Limited Common Element, without the prior written consent of the Association. The Association shall have the obligation to answer, in writing, any written request by such a Unit Owner for approval of such an addition, alteration or improvement within sixty (60) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Association's denial. The Association may condition its consent in any manner, including without limitation, retaining approval rights of the contractor to perform the work. No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit without obtaining all appropriate governmental permits which are necessary for such work and provided that such alteration, addition or improvement will not adversely affect the structural integrity of the Building or cause any damage to or adversely affect the Common Elements, Limited Common Elements, the Association Property and/or other Units and/or the Condominium Property. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or

otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance, or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to any Unit, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each such Owner (including his successors and assigns) having plans reviewed hereunder agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels) arising out of any review of plans by the Association hereunder.

- (b) Weight and Sound Restrictions. Unless installed by the Developer or otherwise first approved in writing by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood and the like must be submitted to and approved, in writing, by the Board, which approval may be conditioned upon the use of appropriate soundproofing materials under such floor coverings, and must meet applicable structural requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. No tile shall be permitted on balconies and the Board will have the right to specify the exact material to be used on balconies. These use guidelines are consistent with good design practices for waterproofing and structural design. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. APPLICABLE WARRANTIES OF THE DEVELOPER, IF ANY, SHALL BE VOIDED BY VIOLATIONS OF THESE RESTRICTIONS AND REQUIREMENTS. FURTHER, EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF HIS UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND TRANSMISSION IS VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY UNITS AND/OR MECHANICAL EQUIPMENT CAN OFTEN BE HEARD IN ANOTHER UNIT. THE DEVELOPER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF

THE CONDOMINIUM PROPERTY, AND EACH UNIT OWNER HEREBY WAIVES AND EXPRESSLY RELEASES ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND TRANSMISSION.

- (c) Construction by Unit Owner. After approval by the Association or the Board, as applicable, any Unit Owner making additions, alterations or improvements as provided in this Section 8.2 shall commence any such additions, alterations or improvements within six (6) months after approval by the Association or Board and shall diligently proceed to complete such work no later than six (6) months after commencement, unless such time period is extended by the Board. In the event that the Unit Owner proceeds with any alterations, additions or improvements without the approval of the Association or the Board, as applicable, then upon written notice from the Association, the Unit Owner shall remove any unapproved improvements promptly upon receipt of such notice, at the sole cost and expense of the Unit Owner. In the event that the Unit Owner fails to remove such unapproved alterations in accordance with the notice received from the Association or the Board, as applicable, the Association shall have the right to enter the Unit and remove such unapproved alterations and all costs and expenses so incurred by the Association shall be promptly paid by the Unit Owner who has undertaken such unapproved alterations, or if such expenses have been paid by the Association, the Unit Owner shall reimburse the Association within ten (10) days after receipt of an invoice for such work. Any unpaid expenses due the Association shall be added to any Assessments due from the Unit Owner who made the unapproved alterations, additions or improvements.

- 8.3 By the Developer. The foregoing restrictions of this Section 8 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners to do the following: (i) to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements); (ii) expand or add to all or any part of the recreational facilities; (iii) change the layout or number of rooms in any Developer-owned Units; (iv) add to or expand recreational facilities; and (v) change the size and/or number of Developer-owned Units by combining separate Developer-owned Units into one (1) or more Units, or otherwise (the foregoing combining may be either horizontal or vertical combining of Units); provided, however, there shall be no change to the configuration or size of any Unit in any material fashion, material alteration or modification of the appurtenances to any Unit or change to the percentage interest in the Common Elements and share of Common Surplus and Common Expenses of any Unit unless the record owner of the affected Unit(s) and all record owners of mortgages or other liens on the affected Unit(s) shall join in the execution of the amendment and unless a majority of the record owners of all other Units approve the amendment. If the Developer shall make any changes in Units, as provided in this subsection, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering the said altered Units unless otherwise required by the preceding sentence or by Florida Statute Section 718.110(4). The survey shall be certified in the manner required by the Act.

9. **Operation of the Condominium by the Association; Powers and Duties.**

The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws (respectively, Exhibits "2" and "3"), as amended from time to time. In addition, the Association shall

have (i) all the common law and statutory powers of a corporation not for profit and of a corporation for profit under the laws of Florida that are not in conflict with the provisions of the Articles, this Declaration, the By-Laws or the Act, (ii) the powers and duties set forth in the Act, and (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements or to a Unit or Units.
- (b) The power to acquire title to property or to otherwise hold, convey, lease and mortgage Association Property for the use and benefit of its members upon a vote of 75% of all the voting interests of the Units. The Association shall have the right to grant, modify or move easements which are a part of or cross Association Property as long as the easements created in Subsection 3.9 are not modified.
- (c) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.
- (d) The duty to maintain accounting records according to good accounting practices, which shall be open for inspection at the offices of the Association by Unit Owners or their authorized representatives at reasonable times upon five (5) working days written notice to the Board or its designee.
- (e) The power to contract for the management and maintenance of the Condominium Property and the Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, and the enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Articles, the By-Laws, this Declaration and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in the Association Property, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
- (g) The power to amend the Rules and Regulations and to adopt and thereafter amend new rules and regulations concerning the details of the operation and use of the Units and the Condominium Property.
- (h) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by

acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, the By-Laws and the Rules and Regulations; the Articles of Incorporation shall take precedence over the By-Laws and the Rules and Regulations; and the By-Laws shall take precedence over the Rules and Regulations, all as amended from time to time.

- 9.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Condominium Property, the Association is not responsible for and is not the insurer or guarantor of the health, safety or welfare of Unit Owners, their families, renters, guests, agents, invitees, licensees or contractors. Further, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance, repair, and replacement caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, other Unit Owners or third parties. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners. The Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 9.2 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 9.3 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, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 9.4 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles, the By-Laws, the Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 9.5 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:
 - (i) Assessment of the Developer as a Unit Owner for capital improvements until the date of expiration of the Guarantee Period (hereinafter defined); and

- (b) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

10. **Determination of Common Expenses and Fixing of Assessments.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of a reserve for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, annual insurance and ad valorem real estate and personal property taxes on all Condominium Property or Association Property (annual ad valorem real estate taxes on each individual Unit shall be paid by the Unit Owner), costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles, the By-Laws, the Rules and Regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need provisions of the By-Laws.

11. **Assessments.**

11.1 **Liability for Assessments.** A Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while that person is the Unit Owner. Such liability shall continue notwithstanding such Unit Owner's sale of that Unit. In addition, a Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner the amounts paid by the Unit Owner which are the responsibility of the previous Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

11.2 **Default in Payment of Assessments for Common Expenses.** Assessments and installments thereof not paid within ten (10) days from the day when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as amended from time to time) on Assessments and installments thereof not paid when due. All payments upon account shall be first applied to interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the delinquent Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Association has a lien on each Condominium Parcel for any unpaid Assessments or installments thereof, with interest, late fees and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien whether suit be brought or not. The lien is effective from and shall relate back to the recording of this Declaration. However, as to Institutional First Mortgagees holding a first mortgage of record, the lien is effective from and after the recording of a claim of lien in the Public Records of Bay County, Florida, stating the description of the Condominium Parcel, the name of the record Owner, name and address of the Association, the amount due and the due dates. The claim of

lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such claim of lien shall be effective longer than one (1) year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended by any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, and costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title as well as interest, and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees and court costs, through appeal, incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Association may declare Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

- 11.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner in person or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are deemed satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 11.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.
- 11.5 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel 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 parcel is unoccupied, be excused from the payment of some or all of the

Assessments coming due during the period of such ownership. The liability of an Institutional First Mortgagee, or its successor or assignee, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the Institutional First Mortgagee's acquisition of title is limited to the lesser of:

- (j) 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
- (b) One percent (1%) of the original mortgage debt.

If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses or Assessments collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure or deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, 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 that Institutional First Mortgagee.

- 11.6 Guarantee of Assessments by Developer. Developer guarantees to each Unit Owner that for the period commencing on the date of recording of this Declaration until twelve (12) months following the date on which the closing on the purchase and sale of the first Unit in the Condominium occurs (the "Guarantee Period"), the monthly Assessment for Common Expenses for a Unit will be as delineated on **Exhibit "6"** attached hereto and made a part hereof. During the Guarantee Period, the Developer shall be excused from the payment of the Developer's share of the Common Expenses for Units owned by the Developer; provided, however, if at any time during the Guarantee Period the funds collected from Unit Owner Assessments at the guaranteed level are not sufficient to provide payment, on a timely basis, of all Common Expenses, including the full funding of the reserves delineated on the estimated operating budget, unless properly waived, the Developer shall advance money to the Association at the time such payments are due so that there is no deficit. For purposes of this subsection, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. The Developer shall have the option of extending the Guarantee Period by one (1) or more extensions of six (6) months each, in Developer's sole discretion, on the same terms, or paying the share of Common Expenses and Assessments attributable to Units it then owns. No funds receivable from Unit purchasers or Unit Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget of the Association, shall be used for the payment of Common Expenses during any period in which the Developer is excused from payment of Assessments. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing. Any advance made by Developer pursuant to this Section shall be recorded in the financial records of the Association and shall be recouped, without interest, by the Developer from the Association at the end of the Guarantee Period or any extension thereof.

Notwithstanding the above and as provided in Section 718.116(9)(a)2 of the Act, in the event of an Extraordinary Financial Event (hereinafter defined), the cost necessary to effect restoration shall be assessed against all Unit Owners owning Units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this subsection, an "Extraordinary Financial Event" shall mean a casualty loss affecting the Condominium resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

- 11.7 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 11.8 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time. Initially, Assessments will be collected monthly.
- 11.9 Working Capital Contribution. Each Purchaser of a Unit from the Developer will pay to the Association, at closing, a sum equal to two (2) month's Assessments on his Unit as a contribution towards operating capital of the Association.
- 11.10 Advance Assessments. A Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while that person is the Unit Owner. At the time of effective conveyance of title to the Unit, regardless of the identities of the conveying parties, the new Unit Owner shall immediately become liable and shall pay to the Association the pro-rata share of monthly Assessments for the month in which the transfer of title occurred.
12. **Insurance.** Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
 - 12.1 Purchase, Custody and Payment.
 - (a) Purchase. All insurance policies described herein covering portions of the Condominium Property and Association Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida with a minimum A.M. Best rating of A- VIII.
 - (b) Mortgagees. No policy or insurance coverage shall impair the security of the Primary Institutional First Mortgagee without its consent.
 - (c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
 - (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
 - (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished within ten (10) days from the beginning of the term of the policy, or not later than ten (10) days after the expiration of each preceding policy that is being renewed or replaced, as appropriate.

- (f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit (or within any Limited Common Elements appurtenant thereto), including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith, including loss of rents.

12.2 Coverage. The Association shall use its best commercially reasonable efforts while under Unit Owner control, and due diligence efforts when the Association is Developer controlled to maintain insurance covering the following:

- (a) Casualty. The Building (including the Limited Common Elements and the Common Elements) and all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and also excluding hurricane screens and shutters, if applicable, Unit floor coverings, wall coverings, or ceiling coverings and the following equipment if it is located within a Unit (or Limited Common Elements appurtenant thereto) and such equipment as the Unit Owner is required to repair or replace: electrical fixtures, appliances, air conditioning, ventilation or heating equipment, water heaters, built-in cabinets, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Act, as same may be amended or renumbered from time to time and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
 - (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
 - (ii) Such Other Risk as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors, but with a limit of liability of not less than \$1,000,000 for each accident or occurrence, and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may, if readily available at a reasonable premium, also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.
- (c) Worker's Compensation. Worker's compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance. Flood insurance if required by the Primary Institutional First Mortgagee or if the Association so elects.

- (e) Fidelity Insurance. Fidelity insurance or fidelity bonding of all persons who control or disburse funds of the Association in an amount not less than the minimum sum required by the Act, including but not limited to the president, secretary and treasurer of the Association.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such Other Insurance. Such other policies of insurance as the Board may determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

- 12.3 Additional Provisions. All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units who are named additional insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations and excavation costs), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 12.4 Premiums. Premiums (or allocable shares thereof) upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 12.5 Unit Owner Coverage. Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies not less than \$250,000.00 insuring the property lying within the boundaries of his Unit and for his personal liability arising in the use of his own Unit and other areas of the Common Elements for which he has exclusive use. Each Unit Owner shall, upon the written request of the Association, provide the Association with a copy of a binder, a policy or other proof satisfactory to the Association of said insurance coverage.
- 12.6 Insurance Trustee. Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to the Insurance Trustee (if one exists) which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to subsection 12.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but such shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units and/or Limited Common Elements appurtenant thereto, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively, the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. 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 for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

- (a) Expenses of the Trustee. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in subsection 12.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

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

12.9 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit (or Limited Common Elements appurtenant thereto), nor casualty or theft loss to the contents of an Owner's Unit, Limited Common Elements appurtenant thereto or personal or rental vehicles parked on Condominium Property. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all risks not covered by insurance carried by the Association.

12.10 Benefit of Mortgagees. The provisions in this Section 12 entitled "Insurance" which are for the benefit of mortgagees of Units may be enforced by such mortgagees.

12.11 Insurance Trustee Optional. The Board of Directors shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

13. Reconstruction or Repair After Fire or Other Casualty.

13.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph of this subsection 13.1, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If (a) 75% or more of the Insured Property is substantially damaged or destroyed, and (b) if Unit Owners owning 80% of the applicable interests in the Common Elements resolve within sixty (60) days after such casualty not to proceed with the repair or restoration thereof and (c) at least 51% of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" or words of similar import are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work. However if the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work, then the provisions of subsection 13.4 shall apply and such work shall begin not more than sixty (60) days after the receipt of the funds sufficient to cover the shortfall. The Insurance Trustee (if appointed) 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.

If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be recalculated in accordance with the format set forth on **Exhibit "5"** by adjusting the appropriate variable and recalculating the percentage ownership in shares of Common Elements.

- 13.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered are the Buildings, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units (and their respective mortgagees) the plans for which are to be altered in any material respect.

13.3 Special Responsibilities.

- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from 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:
- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is equal to or less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
 - (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
 - (iii) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
 - (iv) Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the

construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) 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 names of the payees and the amounts to be paid.

- 13.4 Special Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.
- 13.5 Benefit of Mortgagees. The provisions in this Section 13 which are for the benefit of mortgagees of Units may be enforced by any of them.
- 13.6 Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the casualty, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be recalculated in accordance with the format set forth in **Exhibit "5"** by adjusting the appropriate variable and recalculating the percentage ownership in shares of Common Elements.

14. Condemnation.

- 14.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner, or the Board shall have the right to proceed in a court of equity to require performance and/or sue at law for damages.
- 14.2 Determination Whether to Continue Condominium. Condemnation of a immaterial portion of the Condominium Property (being such portion(s) thereof which do not materially and adversely affect the remainder thereof as a condominium) shall not affect the continuation of the Condominium. Whether the Condominium will be continued after condemnation of a material portion of the Condominium Property will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty will be determined in the manner provided in Subsection 13.1. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 14.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for

disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 14 specifically provided.

14.4 Unit Reduced But Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged as a Special Assessment against the Owner of the Unit. The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration, pursuant to subsection 17.2 below and applicable law.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be recalculated in accordance with the format set forth on **Exhibit "5"** by adjusting the appropriate variable and recalculating the percentage ownership in shares of Common Elements.

14.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments on the affected Unit; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be recalculated in accordance with the format set forth on **Exhibit "5"** by adjusting the appropriate variable and recalculating the percentage ownership in shares of Common Elements.
- (d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is

not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing commercial rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue to be Owners after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

14.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

14.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

15. Occupancy and Use Restrictions. In order to provide for congenial occupancy and use of the Condominium Property and the Association Property and for the protection of the values of the Units, the use of the Condominium Property shall, subject to Subsections 15.1-15.12, be restricted to and shall be in accordance with the following provisions:

15.1 Occupancy. Units (other than Commercial Units) shall be used only as single family residences, either transient or permanent and for no other purpose. The number of individuals permitted to reside in a Unit shall be limited to six (6) individuals for a one-bedroom Unit, eight (8) individuals for a two-bedroom Unit which includes a bonus room, six (6) individuals for a two-bedroom Unit that does not include a bonus room and eight (8) individuals for a three-bedroom Unit. Persons under twenty-five (25) years of age shall not lease Units.

15.2 Pets. No pets other than dogs owned by Unit owners are allowed at AQUA. Chows and pit bulls are specifically prohibited. The keeping of a dog is not a right of a Unit owner but is a revocable license. This revocable license is subject to termination at any time by the Association upon a finding by the Board of Directors that a dog is dangerous, annoying or in any way becoming a nuisance to other owners, renters or guests. The owner of the dog assumes liability for all injury to persons or damage to property caused by the dog or resulting from its

presence. No renter or guest may keep or have a dog at AQUA. No dog shall be allowed in the pool areas or whirlpool spa area, fitness center or lobby areas. Dogs shall only be walked in designated walk areas and must always be on a leash when outside the owner's Unit. Loud or continuous barking of dogs or excessive noise from dogs in Units is prohibited and shall be considered and treated as a nuisance. A dog must not be curbed at any place on the property of the condominium except such places as are from time to time clearly designated for such purposes. Dogs must never be left unattended anywhere outside of the owner's Unit. It is the dog owner's responsibility to clean up promptly after their dog at all times. Failure to immediately do so shall constitute a nuisance.

- 15.3 Alterations. Without limiting the generality of Section 8 hereof and except as otherwise provided in this Declaration, no Unit Owner shall cause or allow improvements or changes to any Limited Common Elements (including balconies), Common Elements, or their Units, including, but not limited to, installing or removing any electrical wiring or plumbing, installing television antenna, machinery, or in any manner changing the appearance or impairing the structural soundness of any portion of the Condominium or their Unit, without obtaining the prior written consent of the Association. Curtains, drapes or other window or balcony door treatments coverings (or linings thereof) which face the exterior windows or glass doors of Units shall be white in color, and shall be subject to disapproval by the Association, in which case they must be promptly removed and replaced with acceptable items.
- 15.4 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 15.5 Use of Parking Spaces. Parking spaces, wherever located, shall be utilized solely for the parking of motor vehicles. No parking space shall be permitted to be used at any time for any purpose which does not permit the parking of a motor vehicle therein.
- 15.6 Nuisances. No nuisances (as determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to Owners or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property and/or Association Property by its Owners, members, or occupants. No Unit Owner shall permit or suffer anything to be done or kept in his, her, or its Unit which will increase the rate of insurance on the Condominium Property.
- 15.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection 15.7.
- 15.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases of Units shall be in writing and shall provide (or, if it does not, shall be deemed to automatically provide) that the Association shall have the right to terminate the lease upon one (1) day notice provided to the subject Unit(s) upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the By-Laws, the Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Further, leases shall provide (or if does not, shall be automatically deemed to provide) that the Association shall have the

right to collect all rental or lease payments due to the Owner and apply same against unpaid Assessments and Special Assessments, if, and to the extent that, the Unit Owner is in default in the payment of Assessments or Special Assessments. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all exhibits hereto) and with any and all Rules and Regulations adopted by the Association from time to time and that any failure by the tenant to comply with the terms under the lease shall empower the Association with the right and authority on behalf of the Owner to commence legal proceedings to cause the tenant to be evicted. All Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to repair any damage to the Condominium Property, Association Property or the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all Rules and Regulations of the Association. Leases for all Units shall comply with and be subject to the provisions of this Declaration, the Articles, the By-Laws, the Rules and Regulations and the Act, and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. This subsection shall also apply to subleases and assignments and renewals of leases. All leases of Units are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. The Association shall have the right to require that each lease contain certain uniform provisions, including provisions reflecting the foregoing terms and conditions. All leases shall be approved by the Association prior to use.

- 15.9 Exterior Improvements. Without limiting the generality of Section 8 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. None of the balconies that are contiguous to Units and designated as Limited Common Elements under this Declaration may be enclosed, glassed in or screened in, nor may any Unit Owner alter the configurations of such balconies, or hang draperies, screens or other items therefrom
- 15.10 Additional Rules and Regulations. The Board may promulgate such other Rules and Regulations as it determines to be in the best interests of the Unit Owners, and such additional Rules and Regulations shall, as long as they remain in force, be deemed additional covenants and restrictions as to the ownership, use, and occupation of the Condominium Property.
- 15.11 Relief by Association. The Association shall have the right (but not the obligation) to grant relief in particular circumstances from the provisions of the specific restrictions contained in this Section 15 for good cause shown as determined by the Association in its sole discretion.
- 15.12 Effects on Developer. The restrictions and limitations set forth in this Section 15 shall not apply to the Developer, its designees, successors and assigns, or to Units owned by or leased to the Developer, except for those specific restrictions and limitations contained herein that pertain to Association approval of leases, presence of pets, the occupancy of Units based on age, and on the type of vehicles allowed to park on Condominium Property; provided, however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.
16. Selling, Transferring and Mortgaging of Units. The following shall apply to all sales, transfer and mortgaging of Units:

- 16.1 Sales. There shall be no restriction on the right of any Unit Owner to sell, convey, or transfer his Unit. However, every new Unit Owner must notify the Association of his purchase or acquisition of the Unit by providing the Association with a copy of the deed (within ten (10) days of receiving the same or a copy of the same from the closing agent) whereby the Unit Owner acquired title to his Unit and payment to the Association of a fee in the amount of Fifty and No/100 Dollars (\$50.00) for the administrative expenses of the Association in connection with the transfer. Any deed or conveyance to a new Unit Owner shall automatically be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of this Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.
- 16.2 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements and the Common Surplus.
- 16.3 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Declaration.
- 16.4 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.
17. Compliance and Default. The Association, each Unit Owner, occupant or tenant of a Unit, and other invitees of a Unit Owner, shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time, and the provisions of all such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 17.1 Negligence. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or tenants, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence.
- 17.2 Compliance. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in court to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, and to hire an attorney to make a charge against the Unit Owner and Unit for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

17.3 Fines. In the event a Unit Owner, tenant, invitee, licensee, guest, contractor or occupant fails to observe and perform all of the provisions of this Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors, but in any event shall not exceed any maximum amount permitted by the Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Unit Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Unit Owner or tenant has the right to contest the fine by delivering written notice to the Association within fourteen (14) days after receipt of the notice imposing the fine. If the Unit Owner or tenant timely and properly objects to the fine, a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for the purpose of conducting these types of hearings shall conduct a hearing within thirty (30) days after receipt of the Unit Owner's or tenant's objection, and shall give the Unit Owner or tenant not less than fourteen (14) days written notice of the hearing date. Such notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

At the hearing, the Unit Owner Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred and that the fine imposed is appropriate. The Unit Owner or tenant shall have the right to attend the hearing and to respond to any material considered by the Association and to produce evidence on his behalf and to provide written and 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 Association. If the Unit Owner or tenant fails to attend the hearing, then the hearing will be deemed waived and the Unit Owner Committee may ratify the fine without further proceedings. At the hearing, the Unit Owner Committee shall ratify the fine or if the Unit Owner Committee does not agree with the fine, it may reduce or eliminate the fine and shall give the Unit Owner or tenant written notice of its decision. Any fine shall be due and payable within fourteen (14) days after receipt of written notice of the imposition of the fine, or if a hearing is timely requested within fourteen (14) days after written notice of the Unit Owner Committee's decision at the hearing. If any fine is levied against a tenant and is not paid within fourteen (14) days after receipt of same is due, the Association shall have the right to evict the tenant as hereinafter provided.

17.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner, tenant, occupant, invitee, licensee, guest, or contractor to comply with the requirements of the Act, the Articles of Incorporation, the By-laws, this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (including appellate attorneys' fees) from the non-prevailing party.

17.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Articles of Incorporation, the By-Laws, this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be

amended from time to time, shall not constitute a waiver of their right to do so thereafter.

18. **Termination of Condominium.** The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning all of the applicable interests in the Common Elements and by all of the holders of recorded mortgage liens affecting the Condominium Parcels. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County. This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns at least one (1) Unit. Following proper termination of the Condominium pursuant to this Section 18, Unit Owners shall thereafter become tenants in common, each with the other as to the Common Elements and the Association Property.
19. **Additional Rights of Mortgagees and Others.**
 - 19.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's audited financial statement for the immediately preceding fiscal year, which audited financial statement must be available within 120 days of the Association's fiscal year end, and (iii) attend Association meetings.
 - 19.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on the affected mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.
20. **Covenant Running With the Condominium Property.** All provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Condominium Property and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Condominium Property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
21. **Disclaimer of Warranties.** DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER ESTABLISHED BY STATUTE,

COMMON LAW, CASE LAW OR OTHERWISE, AS TO DESIGN, CONSTRUCTION, SOUND TRANSMISSION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COMPLIANCE WITH PLANS AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR CHARACTER, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT, TO THE EXTENT APPLICABLE AND TO THE EXTENT THAT SAME HAVE NOT EXPIRED BY THEIR TERMS. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED UNDER SECTION 718.203 OF THE ACT, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL UNIT OWNERS, BY VIRTUE OF ACCEPTANCE OF THEIR TITLE TO THEIR RESPECTIVE UNITS, WHETHER FROM THE DEVELOPER OR ANOTHER PARTY, SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

22. **Additional Provisions.**

- 22.1 **Notices.** All notices to the Association or to the Board required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner or such other address as may have been designated by the Unit Owner from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses as may be designated by them from time to time in writing to the Association. The Association shall not be required to give any notice to a mortgagee (other than a Primary Institutional First Mortgagee) who has not provided the Association in writing such mortgagee's name and address and the identity of each Unit on which such mortgagee has such mortgage. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.
- 22.2 **Interpretation.** The Board of Directors shall be responsible for interpreting the provisions hereof and any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 22.3 **Mortgagees.** Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens unless written notice of the existence of such mortgage or lien is received by the Association.
- 22.4 **Exhibits.** All exhibits to this Declaration and all materials contained therein are hereby incorporated in this Declaration.
- 22.5 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.6 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules and Regulations adopted pursuant

to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles.

- 22.7 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 of this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 22.8 Waiver. No provisions contained in this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 22.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each tenant and occupant of a Unit by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects.
- 22.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Land as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owner, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this subsection may not be amended without the prior written consent of the Developer.
- 22.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 22.12 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 22.13 Access of Developer to Building and Units. For as long as Developer remains liable to the Association under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its designees and agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect.
- 22.14 Mandatory Non-Binding Arbitration of Disputes.
- (a) Prior to the institution of court litigation, the parties to a dispute (as to disputes between the Association and Unit Owners or vice versa), as further defined herein, shall petition the Division for non-binding arbitration. Arbitration shall be conducted according to rules promulgated

by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitations. For purposes of this subsection, a "dispute" shall be as defined pursuant to Florida Statute Section 718.1255, as amended from time to time.

- (b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by the Florida Rules of Civil Procedure. Discovery may in the discretion of the arbitrator be permitted in the manner provided by the Florida Rules of Civil Procedure.
- (c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial *de novo* is not filed within 30 days in a court of competent jurisdiction in which the Condominium is located following the date of issuance of the arbitration decision. The right to file for a trial *de novo* entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party in an arbitration proceeding may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.
- (d) The party who files a complaint for a trial *de novo* shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorneys' fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial *de novo* is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial *de novo* shall be awarded reasonable court costs and attorneys' fees.
- (e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial *de novo*. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence in the trial *de novo*.
- (f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial *de novo* has expired. If a complaint for a trial *de novo* has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.
- (g) Any dispute (other than a dispute subject to the mandatory non-binding arbitration provisions of Florida Statute Section 718.1255), controversy or claim arising out of or relating to the development, construction, sale and marketing of the Condominium, including without limitation any claim for breach of any contract or warranty, whether statutory, express or implied, or any act or omission of Developer or its designees or agents, shall (where the dispute, controversy or claim involves in excess of \$50,000, exclusive of interest and costs) be settled by binding arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the dispute, controversy or claim involves allegations related to design or construction of the Condominium, the Construction Industry Arbitration Rules of AAA shall apply; otherwise, the Commercial Arbitration Rules of AAA shall apply. The

arbitration hearing shall take place in the county where the Condominium is located.

- (h) Any such dispute, controversy or claim governed by the immediately preceding Subparagraph (g) not involving a monetary claim in excess of \$50,000 (exclusive of interest and costs) shall be determined in a non-jury trial in the Circuit Court of the county where the Condominium is located, and all parties waive any right to trial by jury of such claim.

22.15 Delegation. Wherever this Declaration requires the consent, approval or action of the Association, such consent, approval or action shall be given or taken by the Board of Directors unless the Act, Chapter 617 of the Florida Statutes or this Declaration expressly delegates the authority and power give such consent or approval or take such action to the membership of the Association.

22.16 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priority shall be, from highest priority to lowest:

- (a) The Act and Chapter 617 of the Florida Statutes, as such existed in 2004;
- (b) The Declaration;
- (c) The Articles of Incorporation;
- (d) The By-Laws; and
- (e) The Rules and Regulations.

22.17 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a majority vote of the Association. The Board shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Unit Owners for a vote along with the estimate of the total cost of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Unit Owners by Special Assessment for the total estimated costs and fees of the proposed litigation and no funds from regular periodic Assessments or capital contributions may be used for such purpose. The proposed litigation, the budget, and the Special Assessment for litigation, must all be approved by a vote of the Unit Owners representing at least 75% of the total votes of the Association. This subsection shall not apply, however, to: (a) actions involving imposition and collection of Assessments or Special Assessments as provided herein, (b) proceedings involving challenges to ad valorem taxation, (c) counterclaims brought by the Association in proceedings instituted against it, or (d) defense of the Association or its directors or officers to meritorious claims. This subsection shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

22.18 Commercial Activity. Commercial activity shall be specifically prohibited on the Condominium Property except for commercial activity conducted within a Commercial Unit.

[SIGNATURE AND NOTARIZATION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officer this 8th day of June, ~~2007~~ 2007

WITNESSES:

Marilyn Stewart
Print Name: Marilyn Stewart

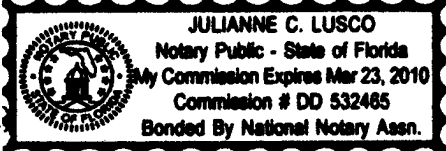
Royce Bradley
Print Name: Royce BRADLEY

AQUA CONDOMINIUM DEVELOPERS, LTD.,
An Alabama limited partnership authorized to transact business in Florida

By: Stephen L. Tompkins
An Alabama corporation authorized to transact business in Florida
Print Name: Stephen L. Tompkins
Title: VICE President

STATE OF ~~ALABAMA~~ Florida
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 8th day of June, ~~2007~~ 2007, by Stephen L. Tompkins, as Vice President of PC Condominium Management, Inc., an Alabama corporation authorized to transact business in the State of Florida on behalf of the corporation in the capacity as the General Partner of Aqua Condominium Developers, Ltd., an Alabama limited partnership authorized to transact business in the State of Florida. He is personally known to me or has produced an Alabama driver's license as identification.

(Notary Seal)  JULIANNE C. LUSCO
Notary Public - State of Florida
My Commission Expires Mar 23, 2010
Commission # DD 532485
Bonded By National Notary Assn.

Julianne C. Lusco
Notary Public
Name: Julianne C. Lusco
Commission Expires: 3-23-10
Commission Number: DD 532465

JOINDER BY MORTGAGEE

The undersigned Mortgagee does hereby join in and ^{the} consent to the foregoing Declaration of Condominium and agrees that the lien of ~~its~~ Mortgage and Security Agreement, dated April 15, 2004, originally recorded in Official Records Book 2425, at Page 580, which was assigned to Wells Fargo Bank, N.A. in Official Records Book 2514, Page 472, ~~was~~ modified by instruments recorded in Official Records Book 2514, Page 473, of the Public Records of Bay County, Florida, and any other security or financing agreements held by said Mortgagee on the said property, are hereby subject, subordinate and inferior to said Declaration, as may be amended or supplemented from time to time.

The undersigned has caused this Joinder to be executed by its duly authorized officer this 6 day of June, 2007.

WITNESSES:

WELLS FARGO BANK, N.A.

Cheryl D. Murray

By:

William Grant Pierson

Print Name: CHERYL D. MURRAY

Name: William Grant Pierson

Its:

Vice President

C. Robert Carter II
Print Name: C. Robert Carter II

Mailing

Post Office Address:

2859 PACES FERRY RD.
SUITE 1200
Atlanta, GA 30339

STATE OF Georgia
COUNTY OF Cobb

I HEREBY CERTIFY that on the 6 day of June, 2007, before me, an officer duly authorized to take acknowledgements, personally appeared William Grant Pierson, as Vice President of WELLS FARGO BANK, N.A. a national banking association, for and on behalf of the entity, who is personally known to me or has produced his Florida driver's license as identification.

Calindra Pierce

Name:

Calindra Pierce

Notary Public

(Notary Seal)

Notary Public, Clayton County, Georgia
My Commission Expires January 30, 2010



* AND OFFICIAL RECORDS Book 2663, Page 864, and
* *, official Records Book 2663, Page 866, and
official Records Book 2750, Page 828, all

EXHIBITS
TO
DECLARATION OF CONDOMINIUM
OF
AQUA, A CONDOMINIUM

- EXHIBIT "1"-** LEGAL DESCRIPTION OF REAL PROPERTY BEING SUBMITTED
 TO CONDOMINIUM OWNERSHIP
- EXHIBIT "2" -** ARTICLES OF INCORPORATION OF AQUA CONDOMINIUM
 ASSOCIATION, INC.
- EXHIBIT "3"-** BY-LAWS OF AQUA CONDOMINIUM ASSOCIATION, INC.
- EXHIBIT "4"-** PLOT PLAN/ SURVEY, FLOOR PLANS, UNIT PLANS - GRAPHIC
 DESCRIPTION OF IMPROVEMENTS
- EXHIBIT "5" -** PERCENTAGE OWNERSHIP AND SHARES IN
 COMMON ELEMENTS
- EXHIBIT "6" -** MONTHLY ASSESSMENT FOR EACH UNIT TYPE
- EXHIBIT "7" -** CERTIFICATE OF SURVEYOR AND MAPPER
- EXHIBIT "8" -** ADDITIONAL REQUIREMENTS FOR PEDESTRIAN CROSSING
- EXHIBIT "9" -** RULES AND REGULATIONS

EXHIBIT "1"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM

LEGAL DESCRIPTION OF REAL PROPERTY BEING SUBMITTED TO
CONDOMINIUM OWNERSHIP

DESCRIPTION OF PARCEL 1: LOTS ONE (1), TWO (2), FOURTEEN (14), FIFTEEN (15) AND SIXTEEN (16), BLOCK A, EDGEWATER BEACH, ACCORDING TO PLAT ON FILE IN PLAT BOOK 2, PAGE 7, PUBLIC RECORDS OF BAY COUNTY, FLORIDA. TOGETHER WITH 1/2 OF ABANDONED STREET, FORMERLY KNOWN AS BULLOCK STREET LYING PARALLEL AND CONTIGUOUS TO LOT 14, BLOCK A, EDGEWATER BEACH.

DESCRIPTION OF PARCELS 2, 3, 4 AND 5: COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. THENCE WEST FOR 3090 FEET; THENCE SOUTH 01 DEGREE 56 MINUTES 44 SECONDS WEST FOR 2630 FEET TO THE SOUTHEAST CORNER OF LOT 1, F.A. BLACK'S ORIGINAL PLAT, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 36 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE CONTINUE SOUTH 01 DEGREE 56 MINUTES 44 SECONDS WEST ALONG THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 1 FOR 95.36 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98, SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND 33 FEET FROM THE CENTERLINE; THENCE SOUTH 58 DEGREES 33 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 269.90 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 349, PAGE 398 FOR THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 58 DEGREES 33 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 233.75 FEET TO THE WEST LINE OF GOVERNMENT LOT 3, ACCORDING TO THE PLAT OF EDGEWATER BEACH, RECORDED IN PLAT BOOK 2, PAGE 7 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE SOUTH 01 DEGREE 22 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE FOR 19.64 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98, SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND 50 FEET FROM THE CENTERLINE; THENCE SOUTH 58 DEGREES 33 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 100.00 FEET; THENCE SOUTH 01 DEGREE 22 MINUTES 38 SECONDS WEST FOR 239.64 FEET TO THE MEAN HIGH WATER / EROSION CONTROL LINE APPROVED MAY 26, 1998; THENCE NORTH 57 DEGREES 47 MINUTES 54 SECONDS WEST ALONG SAID MEAN HIGH WATER / EROSION CONTROL LINE FOR 368.11 FEET TO THE WEST LINE OF THE PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 226, PAGE 29; THENCE NORTH 01 DEGREE 56 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE FOR 166.98 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 349, PAGE 398; THENCE NORTH 21 DEGREES 14 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE FOR 75.39 FEET TO THE POINT OF BEGINNING.

EXHIBIT "2"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM

ARTICLES OF INCORPORATION OF AQUA CONDOMINIUM
ASSOCIATION, INC.

**Electronic Articles of Incorporation
For**

AQUA CONDOMINIUM ASSOCIATION, INC.

N07000005579
FILED
June 05, 2007
Sec. Of State
tburch

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

AQUA CONDOMINIUM ASSOCIATION, INC.

Article II

The principal place of business address:

3500 EASTERN BOULEVARD
MONTGOMERY, AL. US 36116

The mailing address of the corporation is:

3500 EASTERN BOULEVARD
MONTGOMERY, AL. US 36116

Article III

The specific purpose for which this corporation is organized is:

THE OPERATION, MAINTENANCE AND CONTROL OF THAT CERTAIN
CONDOMINIUM LOCATED IN BAY COUNTY, FLORIDA, AND KNOWN AS
AQUA, A CONDOMINIUM.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

JOSEPH P JONES
215 S. MONROE STREET
SUITE 400
TALLAHASSEE, FL. 32301

**ARTICLES OF INCORPORATION
FOR
AQUA CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a **corporation not for profit** under Chapter 617, Florida Statutes, hereby adopts the following articles of incorporation and certifies as follows:

ARTICLE 1

NAME

The name of the corporation is **AQUA CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2

OFFICE

The initial principal office and mailing address of the Association shall be 3500 Eastern Boulevard, Montgomery, Alabama 36116, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3

PURPOSE

This Association is organized for the purpose of providing an entity under Chapter 718, Florida Statutes, known as the Florida Condominium Act, as it exists on the date hereof (the "Act"), for the operation, maintenance and control of that certain condominium located in Bay County, Florida, and known as AQUA, a Condominium (the "Condominium Property" or "Condominium").

ARTICLE 4

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium ("Declaration"), to be recorded in the Public Records of Bay County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5

POWERS

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

Joseph P. Jones, Esquire
Broad and Cassel
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301
Florida Bar No. 191604

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit or for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and except as limited by the Act, those powers and duties set forth in these Articles, the By-Laws and the Declaration and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments against the members as Unit owners to defray the costs, expenses and losses of any condominium operated by the Association or any costs, expenses or losses of any other business, enterprise, venture or property interest of the Association.
- (b) To use the proceeds of the assessments in the exercise of these powers and duties.
- (c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property.
- (d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and Association Property, and other property acquired or leased by the Association.
- (e) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units, the Condominium Property and Association Property, and for the health, comfort, safety and welfare of the Unit Owners.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.
- (h) To contract for the management and maintenance of the Condominium Property and Association Property and to authorize a management agent (which may be an affiliate of Aqua Condominium Developers, Ltd, an Alabama limited partnership authorized to transact business in the State of Florida, the "Developer") to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement

of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (i) To employ personnel to perform the services required for the proper operation of the Condominium Property and Association Property.
- (j) To contract with the Developer, its successors and assigns, and any of the Developer's partners, subsidiaries, related entities or affiliates, their officers, directors, partners, members, managers or shareholders.
- (k) To acquire fee simple title to, lease, acquire memberships or acquire other possessory interest or use interest in and to operate, lands and facilities, whether or not contiguous to the lands of any condominium operated by the Association, intended to provide for the enjoyment, recreation or other use or benefit of the members, or a substantial number of the members of the Association.
- (l) To hire attorneys or other professionals for the purpose of bringing legal action or enforcing the rights in the name of and on behalf of the members of the Association where such actions or rights are common to all members, or a substantial number of members; and to bring such action in the name of and on behalf of the members.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors, or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Disposition of Assets Upon Dissolution. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be distributed as provided for in Section 718.117, Florida Statutes. No disposition of Aqua Condominium Association, Inc.'s properties shall be effective to divest or diminish any right or title of any member vested in him, her or it under the recorded Declaration for any condominium operated by the Association, unless made in accordance with the provisions of any applicable Declaration.

5.6 Limitation. In the event of conflict between or among the provisions of any of the following, the order of priority shall be, from highest priority to lowest:

The Act and Chapter 617, Florida Statutes, as such existed in 2004;
 The Declaration;
 These Articles;
 The By-Laws; and
 The Rules and Regulations of the Association.

ARTICLE 6

MEMBERS

- 6.1 **Membership.** The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall consist of those who were members at the time of such termination and their successors and assigns. A change in membership in the Association shall be established by recording in the public records of Bay County, Florida, a deed or other instrument establishing a record title to a Unit in any of the condominium operated by the Association and the delivery to the Association of a certified copy of such recorded instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is thenceforth terminated.
- 6.2 **Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 6.3 **Voting.** On all matters upon which the membership shall be entitled to vote, including owners of commercial units, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned unless otherwise provided in the Declaration.
- 6.4 **Meetings.** The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE 7

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Jake F. Aronov	3500 Eastern Boulevard Montgomery, Alabama 36116

ARTICLE 9

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors nor more than seven (7) (but always an odd number) directors who shall be designated or elected as set forth herein and therein. Except for the Developer's designees, in order to qualify as a candidate for election and to serve as a director of the Association, such candidate or director shall be a member of the Association and shall own record title to at least an undivided one-half (1/2) interest in a Unit in the Condominium. Developer's designees do not have to hold an ownership interest in a Unit. During Developer control of the Condominium, Directors need not be members of the Association; however, upon turnover of control of the condominium from the Developer to the Association, Directors shall be members of the Association. From and after turnover of control of the Condominium from the Developer to the Association, if any member of the Board of Directors ceases to own at least an undivided one-half (1/2) interest in a Unit, such member shall no longer be qualified to serve on the Board of Directors and shall forthwith resign from the Board of Directors, failing which the other members of the Board of Directors shall remove him or her by notice, simply as a ministerial duty.
- 9.2 Developer Turnover. The Board shall consist of three (3) Directors during the period that the Developer is entitled to designate a majority of the Directors, as hereinafter provided. The Developer shall have the right to designate all of the members of the Board of Directors until Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to the purchasers; (c) when all of 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 (7) years after recordation of the Declaration of Condominium in the public records, whichever occurs first. The Developer is entitled (but not obligated) to designate at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units in the Condominium that ultimately will be 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 Owners except for purposes of reacquiring control of the Association or selecting the majority of members of the Board of Directors.

The Developer can voluntarily turn over control of the Association to Unit Owners other than the Developer prior to the dates specified herein, in its sole discretion, by causing all of its designated Directors to resign (subject to the Developer's rights under the first Paragraph of this Section 9.2 to designate at least one (1) member of the Board of Directors under the circumstances described therein), whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least seventy-five (75) days' notice of Developer's decision to cause its designees to resign is given to Unit Owners, neither the Developer, nor such designees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The election shall proceed as herein before provided for the election of Directors in paragraph 4.2 of the By-Laws. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time, Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration, and all amendments thereto.

A certified copy of the Articles of Incorporation of the Association, and all amendments hereto.

A copy of the By-Laws of the Association and all amendments thereto.

The minute books, including all minutes, and other books and records of the Association.

Any rules and regulations which have been promulgated.

Resignations of resigning Officers and Board members who were designated by the Developer.

Association funds or the control thereof.

All tangible personal property that is the property of the Association which is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of the Developer or the Developer's agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association property.

Insurance policies.

Copies of all Certificates of Occupancy which may have been issued for the Condominium Property.

Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

Leases of the Common Elements and other leases to which the Association is a party, if applicable.

Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

All other contracts to which the Association is a party.

Within ninety (90) days after Unit Owners other than the Developer elect a majority of members of the Board of Directors of the Association, the Developer shall deliver the financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Chapter 473 of the Florida Statutes. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

- 9.3 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 9.4 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided herein and in the By-Laws.
- 9.5 Term of Developer's Directors. The Developer of the Condominium shall designate the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 9.6 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jake F. Aronov	3500 Eastern Boulevard Montgomery, Alabama 36116
Stephen L. Tompkins	3500 Eastern Boulevard Montgomery, Alabama 36116

Jennifer P. Autrey
3500 Eastern Boulevard
Montgomery, Alabama 36116

ARTICLE 10

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Jake F. Aronov
3500 Eastern Boulevard
Montgomery, Alabama 36116

Vice President: Stephen L. Tompkins
3500 Eastern Boulevard
Montgomery, Alabama 36116

Secretary: Jennifer P. Autrey
3500 Eastern Boulevard
Montgomery, Alabama 36116

Treasurer: Jennifer P. Autrey
3500 Eastern Boulevard
Montgomery, Alabama 36116

ARTICLE 11

INDEMNIFICATION

11.1 **Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that (i) he did not act in good faith, (ii) that he acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, or (iii) with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good

faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association or with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 11.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 11.
- 11.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprises, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.
- 11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12

BY-LAWS

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

ARTICLE 13

AMENDMENTS

Subject to Section 11.6, above, amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes, and in the Act (the latter to control over the former to the extent provided for in the Act).
- 13.3 Limitation. No amendment shall make any changes in the qualifications for membership in the Association, nor in the voting rights or property rights of members of the Association, nor any changes to Article 5 hereof, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.
- 13.4 Methodology. A resolution for the adoption of a proposed amendment to these Articles may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary or assistant Secretary, if such officially exists, at or prior to the meeting considering the amendment. Except as elsewhere provided, such approvals must be by not less than three-fifths (3/5) of the vote of the entire membership of the Association.
- 13.5 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 13.6 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Bay County, Florida.

ARTICLE 14

INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be 1200 Pine Island Road, Plantation, Florida 33324. The initial registered agent of this corporation is CT Corporation System

ARTICLE 15

SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is: Jake F. Aronov -
3500 Eastern Boulevard, Montgomery, Alabama 36116

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of
Incorporation on 6-5, 2007.


Name: Jake F. Aronov

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its initial principal office, as indicated in the foregoing Articles of Incorporation, in the City of Panama City Beach, County of Bay, State of Florida, the corporation named in the said Articles has named CT Corporation, located at 1200 Pine Island Road, Plantation, Florida 33324, as its statutory registered agent.

Having been named the statutory registered agent of said corporation, at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and further agree to comply with the provisions of Florida law relative to the proper and complete performance of my duties.

Dated this 7 day of JUNE, 2007.

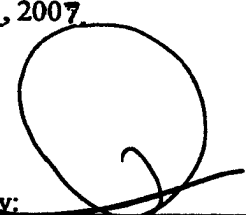

By: _____
Name: Peter F. Souza
Its: Registered Agent Assistant Secretary

EXHIBIT "3"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM

BY-LAWS OF AQUA CONDOMINIUM ASSOCIATION, INC.

**BY-LAWS
OF
AQUA CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit organized under the laws of the State of Florida

1. **Identity.** These are the By-Laws of AQUA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit incorporated under the laws of the State of Florida (the "Association"), and organized for the purpose of administering that certain condominium located in Bay County, Florida, and known as AQUA, a Condominium (the "Condominium").
 - 1.1 **Principal Office.** The initial principal office of the Association shall be at 3500 Eastern Boulevard, Montgomery, Alabama 36116 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept in Bay County, Florida, or at such other place as may be permitted by the Act and designated by the Board of Directors from time to time.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year. However, the Board of Directors of the Association is expressly authorized, whenever it deems advisable, to change to a different fiscal year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
 - 3.1 **Annual Meeting.** The annual meeting of the members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, in no event, later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
 - 3.2 **Special Meetings.** Special meetings of the members shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act, including, but not limited to, the following: (i) a special meeting of the Unit Owners for purposes of recalling a member or members of the Board of Directors, in accordance with Section 718.112(2) of the Act, may be called by 10% of the voting interests giving notice of the special meeting as required for a meeting of Unit Owners, and (ii) as provided for in Section 8.1(a)(ii) of these By-Laws.
 - 3.3 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of members (annual or special), specifically incorporating an identification of agenda items, stating the time and place and purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the meeting. The notice of the meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of

the meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice for either special or annual meetings shall be effected not less than fourteen (14) continuous days prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting, shall provide an affidavit or postal service certificate of mailing, to be included in the official records of the Association, affirming that notice of the Association meeting was posted and mailed in accordance with this Section and Section 718.112(2)(d) of the Act to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

- 3.4 **Quorum.** A quorum at meetings of members shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 51% of the votes of the members entitled to vote at the subject meeting.

3.5 **Voting.**

- (a) **Number of Votes.** Each Unit shall have one vote. The vote of the Unit shall not be divisible.

(b) **Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained and remains present shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained and remains present. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) **Voting Member.** If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide between or among themselves as to who shall cast the vote of the Unit and shall provide to the Secretary of the Association a certificate to that effect signed by the Unit owner. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified in writing in advance of the vote. If a Unit is owned by a corporation, partnership, trust or limited liability company the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate representative of the entity and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor

for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.6 **Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it, but a revocation after the casting of a vote pursuant to such proxy shall not invalidate such vote. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person voting by proxy and the person authorized to vote for such person. Each proxy shall contain the date, time and place of the meeting for which it is given and, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit Owners. No proxy shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise except as may be otherwise provided by the Act.
- 3.7 **Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 **Order of Business.** If a quorum has been attained and remains present, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
 - (b) Collect ballots not yet cast;
 - (c) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);
 - (d) Appointment of inspectors of election;
 - (e) Election of Directors;
 - (f) Proof of notice of the meeting or waiver of notice;
 - (g) Reading of minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;
 - (k) New business (including adoption of annual budget);
 - (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 **Minutes of Meetings.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized

representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

- 3.10 **Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. **Directors.**

- 4.1 **Membership.** The affairs of the Association shall be governed by a Board of not less than three (3) Directors nor more than seven (7) Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership; provided, however, that the number of Directors shall always be an odd number. During Developer control, Directors need not be Unit Owners; however, upon turnover, each Director shall own no less than an undivided one-half (1/2) interest in a Unit. Directors may not vote at Board meetings by proxy or by secret ballot. When Unit Owners other than Aqua Condominium Developers, Ltd., an Alabama limited partnership authorized to transact business in the State of Florida, its successors or assigns (the "Developer") own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, such Unit Owners, other than the Developer, shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.

Such Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board:

- (a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all of 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 (7) years after recordation of the Declaration.

Developer is entitled to elect at least one (1) Director as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Following the time the Developer turns over 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. The right reserved herein to Developer to designate and maintain Directors may be exercised by its successor(s) in interest.

4.2 **Election of Directors.** The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual meeting of members, except as provided herein to the contrary.
- (b) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Such first notice must contain the name and correct mailing address of the Secretary of the Association or of the person designated by the Board. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association, or its designee as designated by the Board, not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Florida Statutes, Section 718.112(2)(d), the Association shall then mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 and ½ inches by 11 inches which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. However, the Association has no liability for the contents of information sheets prepared by candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.
- (c) The election shall be by written ballot or voting machine, and by a plurality of the votes cast, each person being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement or minimum number of votes necessary for election of the Board of Directors; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors.
- (d) If there are the same number (or fewer) candidates as there are vacancies, all candidates shall be deemed elected without the necessity of an election pursuant to statute and shall be certified in writing to all Unit Owners by the Secretary of the Association.

4.3 **Vacancies and Removal.**

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in Directorships to which Directors were designated by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the members (other than the Developer) may be removed from office, with or without cause, by concurrence of a majority of the votes of all the voting interests at a special meeting of members called for that purpose, which meeting may be called by 10% of the voting interests, giving notice of the meeting as required for a meeting of Unit Owners, and stating the purpose of the meeting, or by written agreement signed by a majority of the Owners of all Units other than the Developer.

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly give notice of and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more

Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as set forth below regarding procedures where the Board has not certified the recall.

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

If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures in Florida Statutes, Section 718.1255. For the 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, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Florida Statutes, Section 718.501. Any member or members so recalled shall deliver to the Board any and all records and property of the Association in their possession within five (5) full business days of the effective date of the recall.

If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in Section 4 herein. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division.

- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members of the Association other than the Developer, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If the Association's failure to fill vacancies on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with

these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 **Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.
- 4.5 **Organizational Meeting.** The organizational meeting of newly-elected or designated Directors shall be held within ten (10) days of their election or designation at such place and time as shall be fixed by the Directors at the meeting at which they were elected or designated. The organizational meeting shall be noticed in the same manner as the regular meeting of the Board of Directors.
- 4.6 **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 which specifically incorporates an identification of agenda items shall be given to each Director, personally or by mail, email, telephone or facsimile, and shall state the time and place of the meeting and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Such meetings shall be open to all Unit Owners and Unit Owners shall have the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board in accordance with the rules of the Division. Directors may not vote by proxy or secret ballot at Board meetings. A vote or abstention of each Director present shall be recorded in the minutes.

A Director who is present at a regular meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest.

Notwithstanding the foregoing, written notice of any regular meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

- 4.7 **Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. For so long as the Developer is in control of

the Association, special meetings of the Directors may be called by the Developer. Notice of the meeting shall be given personally or by mail, email, telephone or facsimile, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board in accordance with the rules of the Division. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the minutes.

Notwithstanding the foregoing, written notice of any special meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

A Director who is present at a special meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest.

- 4.8 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by said Director of notice.

- 4.9 **Quorum.** A quorum of Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Unit Owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners shall have the right to tape record or videotape the meetings of the Board of Directors, subject to reasonable rules adopted by the Division.

- 4.10 **Adjourned Meetings.** If, at any proposed 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, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

- 4.11 **Joinder in Meeting by Approval or Disapproval of Minutes.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval or disapproval of that Director of the business conducted at the meeting, but such joinder by 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.

- 4.12 **Presiding Office.** The presiding Officer at the Directors' meetings shall be the President or, in his absence, the Vice President, and in his absence, the Directors present shall designate any of their number to preside.
- 4.13 **Order of Business.** If a quorum has been attained and remains present, the order of business at Directors' meetings shall be:
- (a) Election of chairman;
 - (b) Roll call;
 - (c) Proof of due notice of meeting;
 - (d) Reading and disposal of any unapproved minutes;
 - (e) Reports of officers and committees;
 - (f) Election of inspectors of election;
 - (g) Election of officers;
 - (h) Unfinished business;
 - (i) New business;
 - (j) Adjournment.

Such order may be waived in whole or in part by direction of the presiding Officer.

- 4.14 **Minutes of Meetings.** The minutes of all meetings of 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. The Association shall retain minutes of all meetings of the Board of Directors for a period of not less than seven (7) years.
- 4.15 **Executive Committee; Other Committees.** The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power to (a) determine the Common Expenses required for the affairs of the Condominium, (b) determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) exercise any of the powers set forth in paragraphs (f), (g), (h), (n) and (o) of Section 5 below. The Board shall not delegate to any other committee those powers specifically reserved for the Executive Committee.

The Board may, by resolution duly adopted, also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable. Such other committees shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that such other committees shall not have power to (a) determine the Common Expenses required for the affairs of the Condominium, (b) determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) exercise any of the powers set forth in paragraphs (f), (g), (h), (n) and (o) of Section 5 below.

Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

- 4.16 **Proviso.** Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to designate a majority of the Directors, as hereinafter provided. The Developer shall have the right to designate all of the members of the Board of Directors until Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to the purchasers; (c) when all of 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 (7) years after recordation of the Declaration of Condominium in the public records, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units in the Condominium that ultimately will be 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 Owners except for purposes of reacquiring control of the Association or selecting the majority of members of the Board of Directors.

The Developer can voluntarily turn over control of the Association to Unit Owners other than the Developer prior to the dates specified herein, in its sole discretion, by causing all of its designated Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least seventy-five (75) days' notice of Developer's decision to cause its designated to resign is given to Unit Owners, neither the Developer, nor such designees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The election shall proceed as herein before provided for the election of Directors in paragraph 4.2 hereof. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time, Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- (c) A copy of the By-Laws of the Association and all amendments thereto.
- (d) The minute books, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been promulgated.
- (f) Resignations of resigning Officers and Board members who were designated by the Developer.
- (g) Association funds or the control thereof.
- (h) All tangible personal property that is the property of the Association which is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (i) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of the Developer or the Developer's agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (j) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association property.
- (k) Insurance policies.
- (l) Copies of all Certificates of Occupancy which may have been issued for the Condominium Property.
- (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (o) A roster of Unit Owners and their mailing addresses and telephone numbers, if known, as shown on the Developer's records.
- (p) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or

Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

- (r) All other contracts to which the Association is a party.

Within ninety (90) days after Unit Owners other than the Developer elect a majority of members of the Board of Directors of the Association, the Developer shall deliver the financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Chapter 473 of the Florida Statutes. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

5. **Powers and Duties.** The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-Laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements and Association Property.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Units, the Condominium Property and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium Property and Association Property.

- (k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of the Condominium Property and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying reasonable fines against appropriate Unit Owners for violations by the Unit Owners, their occupants, licensees or invitees, of the Declaration, these By-Laws, or the rules and regulations established by the Association. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time). However, a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall not exceed the aggregate maximum permitted under the Act (as it may be amended from time to time). No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time) or by the Declaration.
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.
- (o) Borrowing money on behalf of the Condominium or the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the affirmative votes of the Owners eligible to vote of at least 75% of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.
- (p) Contracting for the management and maintenance of the Condominium Property and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

Notwithstanding the foregoing, in the event that a lawsuit is to be brought against the Developer for any reason whatsoever, seventy-five percent

(75%) of the membership, including the Developer's membership, must agree, at a meeting duly called for such purpose, prior to institution of any such litigation.

- (q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- (t) Acquiring and conveying Common Elements for the purposes of providing utility easements, right-of-way expansion or other public purpose whether negotiated or as part of the eminent domain procedure which authority can be exercised by the Board of Directors without approval of the Unit Owners.

6. **Officers.**

- 6.1 **Executive Officers.** The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in a capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporations, partnerships, trusts or limited liability companies).
- 6.2 **President.** The President shall be the chief executive Officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 **Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving 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 shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties

incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

- 6.6 **Additional Offices.** The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.
 - 6.7 **Developer Designees.** No officer designated by the Directors may be removed except as provided Section 718.112(2)(j), Florida Statutes.
 - 6.8 **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
7. **Resignations.** Any Director or Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than designees of the Developer or Officers who were not Unit Owners) shall constitute a written resignation of such Director or Officer.
 8. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
 - 8.1 **Budget.**
 - (a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504 (21), Florida Statutes, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall, to the extent required by law, 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. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. However, prior to turnover of control of the Association by the Developer pursuant to Section 718.301, Florida Statutes, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two years of operation of the Association, after which time reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by proxy at a duly called meeting of the Association. If a meeting of 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. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting

interest voting in person or by proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, and the Unit Owners shall have a reasonable right to participate with reference to all agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owners statements.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any fiscal or calendar year exceeding 115% of such Assessments for the preceding year, as hereinafter defined, and the Board of Directors receives within twenty-one (21) days after adoption of the annual budget a written request from at least 10% of the Unit Owners for a special meeting of the Unit Owners, such a meeting shall be held within sixty (60) days after adoption of the annual budget. Each Unit Owner shall be given at least fourteen (14) days written notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than a majority of all the voting interests of Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding 115% of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for any year greater than 115% of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of paragraph 9.1 (a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said paragraph, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

8.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year at the annual meeting. Such

Assessments shall be due in equal monthly installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments by the Board of Directors, subject to the terms herein. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of paragraph 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 8.3 **Assessments for Emergencies or Special Purposes.** Assessments for Common Expenses for emergencies or for other special purposes ("Special Assessments"), as determined by the Board of Directors, that cannot be paid from the annual Assessments for Common Expenses, shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 8.4 **Late Assessments.** Assessments not paid within ten (10) days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner, in such amount as the Board may determine from time to time; provided, however, such late charge shall not exceed the maximum amount allowed under the Act (as amended from time to time).
- 8.5 **Depository.** The depository of the Association shall be those banks or savings and loan institutions, state or federal, located in Florida, as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise shall be maintained separately in the Association's name. In addition, reserve funds shall be maintained separately from operating funds in separate accounts and shall not be commingled. No manager or business entity required to be licensed or registered under Florida Statutes, Section 468.432, and no agent, employee, officer, or Director of the Association shall commingle association's funds with his, her or its own funds or another Association or entity's funds.
- 8.6 **Acceleration of Installments Upon Default.** As an additional right and remedy of the Association, if a Unit Owner shall be in default in the payment of an installment of his Assessments after thirty (30) days prior written notice to the applicable Unit Owner, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the quarter, and thereafter, if a claim of lien has been filed, the Assessments shall be accelerated for the balance of the budget year. The unpaid balance of the Assessments for the balance of the accelerated period shall be due and payable on the date the claim of lien has been filed, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 8.7 **Enforcement of Assessments.** In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the

Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration and these By-Laws. Each Unit Owner shall be individually responsible for the payment of assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

8.8 **Fidelity Bonds.** Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board provided that such amount is not less than that required by the Act. The premiums on the amount of the bonds shall be paid by the Association as a Common Expense.

8.9 **Accounting Records and Reports.** The Association shall maintain accounting records within the State of Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. Such records shall also be open to inspection by holders, insurers, and guarantors of first mortgages that are secured by Units in the Condominium Property. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days after the end of a 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 twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail, or furnish by personal delivery, to each Unit Owner, a copy of the financial report, 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. The report of cash receipts and disbursements shall disclose the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expense for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) Reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserves.

- 8.10 **Application of Payment.** All payments made by a Unit Owner shall be applied as provided for in the Act, these By-Laws, the Declaration or as otherwise determined by the Board.
- 8.11 **Notice of Meetings.** Notice of any meeting where 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 Assessments.
9. **Roster of Unit Owners.** Each Unit Owner shall file with the Association a copy of the deed and closing statement or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
10. **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Act, the Articles or these By-Laws.
11. **Amendments.** Except as otherwise provided in the Act or the Declaration, these By-Laws may be amended in the following manner:
- 11.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 11.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than 1/3 of the members of the Association. Any proposed amendment to these By-Laws must be made by ballot or by proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be:
- (a) by not less than a majority of the votes of those members of the Association who are present or represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
 - (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 66-2/3% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) by not less than 100% of the entire Board of Directors.
- 11.3 **Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Act, the Articles or the Declaration. No amendment to this Section shall be valid.
- 11.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted in a manner consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Bay County.
12. **Rules and Regulations.** Attached hereto as Schedule "A" and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and

Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than ten (10) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

13. **Construction.** Wherever the context so permits or requires, the singular shall include the plural, the plural shall include the singular, and use of any gender shall be deemed to include all genders.
14. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
15. **Official Records.** From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:
 - (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4), Florida Statutes.
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto.
 - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto.
 - (d) A certified copy of the Articles of Incorporation of the Association, or other documents creating the Association, and all amendments thereto.
 - (e) A copy of the current Rules and Regulations of the Association.
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Unit Owners, which minutes shall be retained for a period of not less than 7 years.
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
 - (h) All current insurance policies of the Association and the Condominium.
 - (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
 - (j) Bills of sale or transfer for all property owned by the Association.
 - (k) Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (ii) A current account and a monthly, bi-monthly or quarterly statement of the account for each Unit designating the name of the

Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

- (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- (l) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.
- (m) Ballots, sign-in sheets, voting proxies and all other paper relating to voting by Unit Owners and elections, which shall be maintained for a period of one (1) year from the date of the election, vote or meeting to which the document relates.
- (n) All rental records when the Association is acting as agent for the rental of Units.
- (o) A copy of the current question and answer sheet as described in Section 718.504, Florida Statutes.
- (p) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

The official records of the Association shall be maintained in the County or at such other place as may be permitted by the Act (as amended from time to time).

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member or by holders, insurers, and guarantors of first mortgages that are secured by Units in the Condominium Property at all reasonable times in accordance with reasonable rules regarding the frequency, time, location, notice and manner of records inspections and copying adopted by the Association. Inspection may only take place at the building in which the records are located and said records shall not be removed from said location. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

16. **Indemnification.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that (i) he did not act in good faith, (ii) that he acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, or (iii) with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association or with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

17. **Mandatory Non-Binding Arbitration of Disputes.**

- (a) Prior to the institution of court litigation, the parties to a dispute (as to disputes between the Association and Unit Owners or vice versa), as further defined herein, shall petition the Division for non-binding arbitration. Arbitration shall be conducted according to rules promulgated

by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitations. For purposes of this subsection, a "dispute" shall be as defined pursuant to Florida Statute Section 718.1255, as amended from time to time.

- (b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by the Florida Rules of Civil Procedure. Discovery may in the discretion of the arbitrator be permitted in the manner provided by the Florida Rules of Civil Procedure.
- (c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial *de novo* is not filed within 30 days in a court of competent jurisdiction in which the Condominium is located following the date of issuance of the arbitration decision. The right to file for a trial *de novo* entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party in an arbitration proceeding may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.
- (d) The party who files a complaint for a trial *de novo* shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorneys' fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial *de novo* is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial *de novo* shall be awarded reasonable court costs and attorneys' fees.
- (e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial *de novo*. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence in the trial *de novo*.
- (f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial *de novo* has expired. If a complaint for a trial *de novo* has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.
- (g) Any dispute (other than a dispute subject to the mandatory non-binding arbitration provisions of Florida Statute Section 718.1255), controversy or claim arising out of or relating to the development, construction, sale and marketing of the Condominium, including without limitation any claim for breach of any contract or warranty, whether statutory, express or implied, or any act or omission of Developer or its designees or agents, shall (where the dispute, controversy or claim involves in excess of \$50,000, exclusive of interest and costs) be settled by binding arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the dispute, controversy or claim involves allegations related to design or construction of the Condominium, the Construction Industry Arbitration Rules of AAA shall apply; otherwise, the Commercial Arbitration Rules of AAA shall apply. The

arbitration hearing shall take place in the county where the Condominium is located.

- (h) Any such dispute, controversy or claim governed by the immediately preceding paragraph not involving a monetary claim in excess of \$50,000 (exclusive of interest and costs) shall be determined in a non-jury trial in the Circuit Court of the county where the Condominium is located, and all parties waive any right to trial by jury of such claim.

18. **Priorities in Case of Conflict.** In the event of conflict between or among the provisions of any of the following, the order of priority shall be, from highest priority to lowest:

- (a) The Act and Chapter 617, Florida Statutes as such existed in 2004;
- (b) The Declaration;
- (c) The Articles;
- (d) These By-Laws; and
- (e) The Rules and Regulations of the Association.

The foregoing was adopted as the By-Laws of AQUA Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 1st day of June 2007 2007

AQUA CONDOMINIUM ASSOCIATION,
INC., a Florida not for profit corporation

By: _____

Name: _____

Title: President

Attest: _____

Name: _____

Title: Secretary

SCHEDULE "A"

Rules and Regulations

RULES AND REGULATIONS CONCERNING THE USE OF AQUA, A CONDOMINIUM

The Board of Directors of AQUA CONDOMINIUM ASSOCIATION, Inc. has adopted the Rules and Regulations outlined below, subject to being modified by the Board of Directors from time to time. These Rules and Regulations are applicable to each and every guest at, owner of, and renter of an AQUA condominium Unit. A copy of these Rules and Regulations shall be provided to each owner and renter so that there will be a full and complete understanding of the duties and responsibilities during the stay at AQUA. It is very important that each owner and renter read and become familiar with, and that each owner and renter provide to such owner's or renter's guest a copy of these Rules and Regulations because, commencing on the date the building receives a certificate of occupancy, these Rules and Regulations will be placed into effect, including the enforcement of rule violations by monetary assessments. Failure to read these Rules and Regulations will not serve as a valid defense to the assessment of monetary penalties for violations of these Rules and Regulations.

REMEMBER, ONLY BY ENFORCING THESE FAIR AND REASONABLE RULES AND REGULATIONS WILL WE BE ABLE TO MAINTAIN AQUA IN THE CONDITION WE ALL DESIRE. IT IS THE RESPONSIBILITY OF EACH AND EVERY OWNER, GUEST AND RENTER TO ABIDE BY THESE RULES AND REGULATIONS.

A. GENERAL HOUSE RULES

1. Designated walkways and paved areas shall be used at all times and shortcuts shall be prohibited, both to prevent accidents and to preserve the appearance of planted areas. No motorized vehicles, except for those motorized vehicles providing assistance to handicapped or disabled individuals, shall be operated on any walkway or in any area except upon the driveways and parking area designated for vehicular use.
2. No articles of any kind shall be hung or shaken from doors or windows or placed upon the windowsills or balconies of any Unit. Under no circumstances shall laundry, clothing, or other articles be placed or hung on the exterior portions of a Unit. No balcony shall be enclosed with screens or any other material.
3. No one shall (a) make or permit to be made any loud or boisterous noises in their Unit which will disturb and/or annoy the occupants of any other Units at AQUA or (b) do or permit anything to be done in their Unit which will interfere with the rights, comfort or convenience of others. In this regard, the playing of loud or boisterous music shall be prohibited. Similarly, loud or boisterous conversation on the balconies of any Unit between 11:00 p.m. and 8:00 a.m. is prohibited.
4. Each owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown from there, or from the doors or windows or balconies thereof, any dirt or other substance. All garbage and refuse shall be properly secured in a garbage bag and deposited with care in the garbage chutes intended for such purpose. No trash or other articles shall be burned on the AQUA premises. The disposal of all trash or refuse shall be strictly in accordance with all Rules and Regulations as shall, from time to time, be promulgated by the Board of Directors.
5. The sidewalks, driveways and parking areas must not be obstructed or encumbered such that ingress, egress and parking shall be inhibited. Skateboards and roller skates are not to be used on the premises, which includes but is not limited to the parking garage. No vehicles

may be parked at any time in front of the entrance to the dumpster area.

6. Motor vehicle parking has been provided. There are 357 spaces in the parking garage. All parked motor vehicles shall display either an owner's identification or a temporary parking placard. All motor vehicles will be parked on an "as available" basis, however, vehicles not displaying the owner's identification or temporary parking placard will be towed at the motor vehicle owner's expense. Renters will only be allowed two motor vehicles per Unit. Motor vehicles may only be parked in designated parking spaces and no motor vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking areas. No parking space, driveway, or other areas shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, motor home, or any other sort of towed vehicle, none of which will be allowed. At times when the number of owners, guests, and/or renters are light and the on-site Management Company deem the parking of the above identified vehicles will not cause a hazard of interference with parking by owners, guest, and/or renters, such parking shall be allowed but only in specific areas designated by the on-site Management Company and for the time which they designate. The owners, their employees, servants, agents, visitors, invitees, licensees, guests, family, and renters shall obey the parking regulations and any other traffic regulations promulgated in the future for the safety, comfort or convenience of any party lawfully present at AQUA. Washing of cars, boats, and vehicles of any kind is prohibited in any AQUA parking area or driveway.
7. Water closets or any other water apparatus of the building shall not be used for any purpose other than those for which they were designated nor shall any sweepings, rubbish, rags, or other articles be placed therein. Any damage resulting from misuse of any water closets or other water apparatus in the Units shall be repaired and paid for by the owner of such Unit even if a guest or renter causes or allows the misuse.
8. No sign, banner, political endorsement, advertisement, notice or other lettering shall be exhibited, inscribed, printed or fixed on any part of the outside of the building, hung from or placed on windows inside the building, windowsills, balconies, or otherwise displayed without the proper written consent of the Association, except for signs of the developer pending construction and/or sale of the Units.
9. Unit owners and renters are reminded that alterations and repairs of the Common Elements are the responsibility of the Association except for those matters which are stated in the Declaration of Condominium to be the responsibility of a Unit owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which is the responsibility of the Association without first obtaining the approval required by the Declaration of Condominium.
10. No radio or television antenna, satellite dish or similar device shall be attached to or hung from the exterior of any building.
11. The Association, its workmen, contractors and agents, shall have the right of access to any Unit at any reasonable hour of the day for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any conditions which would result in damage to other portions of the building, or for any purpose permitted under the terms of the Declaration of Condominium or the By-Laws of the Association. Except in the case of emergency, entry will be made

by pre-arrangement with the owner. In the event the Association finds vermin, insects, or other pests within any Unit, it may take such measures as it deems necessary to control or exterminate same at the Unit owner's expense.

12. No one shall use or permit to be brought into any Unit or upon any of the common areas and facilities any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or any other explosives or articles deemed hazardous to life, limb or property.
13. All window and balcony door treatments shall have a white colored backing to insure a uniform appearance of the exterior of the building.
14. Without limiting the generality of subsections hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. None of the balconies that are contiguous to Units and designated as Limited Common Elements under this Declaration may be enclosed, glassed in or screened in, nor may any Unit Owner alter the configurations of such balconies, or hang draperies, screens or other items therefrom.
15. Barbecuing will be allowed only in clearly designated areas.
16. Items may not be dropped or thrown from the balconies.
17. Birds may not be fed from the balconies.
18. Common area furniture shall not be removed from such areas.
19. No fireworks may be set off in any Unit, on the balcony of any Unit, or in any of the common areas of AQUA.
20. Carts are provided to help in the movement of luggage and other items to and from condominium Units. There are a limited number of these carts to serve a large number of people and it is therefore imperative that all carts be returned to the designated storage areas on the first floor of the building promptly after usage.
21. Persons under twenty-five (25) years of age shall not lease Units.
22. Units (other than Commercial Units) shall be used only as single family residences, either transient or permanent and for no other purpose. The number of individuals permitted to reside in a Unit shall be limited to six (6) individuals for a one-bedroom Unit, eight (8) individuals for a two-bedroom Unit which includes a bonus room, six (6) for a two bedroom Unit that does not include a bonus room and eight (8) for a three-bedroom Unit.

B. SWIMMING POOLS

22. All persons using the pools and pool areas do so at their own risk. The Association is not responsible for (a) providing a lifeguard or (b) any accident, death, or injury in connection with the use of the pool or for any loss or damage to personal property. Persons using the pools and pool areas agree not to hold the Association or any of the members of its Board of Directors liable for any damages, accidents, death or injury of whatever

nature occurring in the pool, within the pool area or in any other common area. (For all purposes under this Section B, the pools are part of the pool areas.)

23. All persons under sixteen (16) years of age must be supervised at all times by an adult within the swimming pool areas. There must be at least one adult supervising every group of three persons under the age of sixteen (16) years old in the swimming pool areas.
24. In order to insure that there will be sufficient room in the swimming pool areas for owners, guests, and renters, except by prior arrangements with the Association, the number of persons from any one Unit in the pool at any one time will not exceed the numbers outlined in Paragraph 22, above.
25. Renter and owners are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions by said guests. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other communicable disease shall be excluded from the pools and pool areas.
26. No boisterous activity, rough play, or running shall be permitted in the pool or in the pool area at any time.
27. Swimming alone when no other adult is in the immediate pool area is generally discouraged.
28. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas. Outside showers must be used to wash of sand, saltwater, oil, and lotions before entering the pools. All sand should be removed from apparel and beach equipment before entering the pool areas and buildings.
29. No glassware of any shape, form or size may be brought into the pool areas at any time. Tobacco, beverages, and food may be brought into the pool areas (but not the pools) as long as said items are properly disposed of after usage (i.e. cigarettes placed in ashtrays and unconsumed food, beverages or other refuse placed in duly marked receptacles). Should the consumption of tobacco, beverages, and/or food lead to littering in the pool areas or complaints, all rights regarding the usage of such items in the pool areas will be eliminated.
30. At time of peak occupancy (i.e. Spring Break months, AEA week, Memorial Day weekend, July 4th weekend, and Labor Day weekend) no rafts or floats will be allowed in the swimming pools except for persons under three (3) years of age. At other times, when the enjoyment of the pool areas will not be interfered with by the use of rafts or floats, they shall be allowed.
31. The pool areas shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Health of Bay County and/or by the Association, which rules shall be posted by the Association.
32. The pools will be closed from midnight until 6:00 a.m. local time and during such times and seasons as may be decided by the Association and posted in the pool areas.
33. Other restrictions for pool area use shall be as decided by the Board and posted in the pool areas. Any such restrictions will constitute an

amendment to these Rules and Regulations and will be effective when adopted by the Association.

C. WHIRLPOOL SPA

34. All persons using the whirlpool spa area does so at their own risk. The Association is not responsible for (a) providing supervision of the whirlpool spa or (b) any accident, death, or injury in connection with the use of the whirlpool spa area or for any loss or damage to personal property. Persons using the whirlpool spa area agrees not to hold the Association or any of the members of its Board of Directors liable for any actions of whatever nature occurring within the whirlpool spa or whirlpool spa area. (For purposes of this Section C., the whirlpool spa is part of the whirlpool spa area.)
35. Persons under sixteen (16) years of age must be accompanied in the whirlpool spa area at all times by an adult.
36. In order to insure that there will be sufficient room in the Whirlpool Spa areas for owners, guests, and renters, except by prior arrangement with the Association, the number of persons in any one group in the whirlpool spas at any one time will not exceed that posted in the Whirlpool Spa area.
37. Renters and owners are responsible for the conduct of their guests at all time and for the careful observance of all safety and sanitary precautions. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other communicable disease shall be excluded from the whirlpool spa area.
38. No boisterous activity, rough play or running shall be permitted in the whirlpool spa area.
39. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the whirlpool spa area. Outside showers must be used to wash off sand, saltwater, oil, and lotions before entering the whirlpool spa area. All sand should be removed from apparel and beach equipment prior to entering the whirlpool spa area.
40. No glassware of any shape, form or size may be brought into the whirlpool spa areas at any time. Tobacco, beverages, and food may be brought into the whirlpool spa area (but not in the whirlpool spas) as long as said items are properly disposed of after usage (i.e. cigarettes placed in ashtrays and unconsumed food, beverages and other refuse placed in duly marked receptacles). Should the consumption of tobacco, beverages and/or food lead to littering in the whirlpool spa area or cause complaints, all rights regarding the usage of such items in the whirlpool spa area will be eliminated.
41. The whirlpool spa area shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Health of Bay County, Florida, and/or by the Association, which rules shall be posted accordingly.
42. The whirlpool spa area will be closed from midnight until 6:00 a.m. local time and during such other times and seasons as may be decided by the Association and posted in the whirlpool spa area.

43. Other restrictions for whirlpool spa use shall be as decided by the Association and posted in the whirlpool spa area. Any such restrictions not included in these Rules and Regulations will be added hereto by amendment.

D. FITNESS CENTER

44. All persons using the fitness center do so at their own risk. The Association is not responsible for a) providing supervision of the Fitness Center or, b) any accident, death or injury in connection with the use of the fitness center or for any loss or damage to personal property. Persons using the fitness center agree not to hold the Association or any of the members of its Board of Directors liable for any actions of whatever nature occurring in or around the fitness center.
45. Persons under fourteen years old (14) must be accompanied by an adult when in the fitness center.
46. Renters and owners are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions in the fitness center.
47. The fitness center will be closed from midnight to 6:00 a.m. local time, and during such other times as may be decided by the Association.
48. Access to the fitness center may be obtained from the resident manager, the rental office, and/or any guard on duty.
49. In order to insure that there will be sufficient room in the Fitness Center areas for owners, guests, and renters, Except by prior arrangement with the Association, the number of persons in any one group in the fitness area in at any one time will not exceed the numbers posted in the Fitness Center.
50. No boisterous activity, rough play, or running shall be permitted in the fitness center at any time. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the fitness center. Tobacco, food, and glassware of any shape, form or size are not to be brought into the fitness center at any time.
51. Persons wearing wet bathing suits are not permitted in the fitness area in order to utilize the equipment therein.
52. All persons must wear appropriate shoes when utilizing the equipment in the fitness center.
53. The fitness center shall be used in accordance with such other restrictions as shall, from time to time, be promulgated by the Association, which restrictions shall be posted by the Association in the fitness center and shall constitute an amendment to the Rules and Regulations.

E. PETS

54. No pets other than dogs owned by Unit owners are allowed at AQUA.

55. Keeping of dogs.

(a) The keeping of a dog is not a right of a Unit owner but is a revocable license. This revocable license is subject to termination at any time by the Association upon a finding by the Board of Directors that a dog is dangerous, annoying or in any way becoming a nuisance to other owners, renters or guests. Chows and Pitbulls are expressly prohibited. The owner of the dog assumes liability for all injury to persons or damage to property caused by the dog or resulting from its presence. No renter or guest may keep or have a dog at AQUA.

(b) No dog shall be allowed in the pool areas or whirlpool spa area, fitness center or lobby areas.

(c) Dogs shall only be walked in designated walk areas and must always be on a leash when outside the owner's Unit.

(d) Loud or continuous barking of dogs or excessive noise from dogs in Units is prohibited and shall be considered and treated as a nuisance.

(e) A dog must not be curbed at any place on the property of the condominium except such places as are from time to time clearly designated for such purposes.

(f) Dogs must never be left unattended anywhere outside of the owner's Unit.

(g) It is the dog owner's responsibility to clean up promptly after their dog at all times. Failure to immediately do so shall constitute a nuisance.

F. CONFERENCE / MEDIA ROOM

The Conference/Media Room is available for use by owners and renters where five (5) Units or more are booked in the same party. General membership events will supersede any request by an owner or renter. Please visit the office for an explanation of all charges as well as Rules and Regulations as specified in the Conference/Media Room Rental Contract.

The Conference/Media Room Rental Contract must be signed on or before the date of reservation and the applicable security deposit shall be paid at the time of reservation. Other fees must be paid upon obtaining the access code. A Conference/Media Room Cleaning and Damage Checklist will be given to the owner or renter for completion to be returned by 10:00 AM on the day following the rental. Property functions for all AQUA owners will always supersede individual events.

Conference/Media Room rental fees include:

Security Deposit	\$100
Clean up fee	\$100

G. MISCELLANEOUS

56. Whenever any determination, finding, action, consent or approval by or from the Association is required or allowed under these Rules and Regulations, the decision of its Board of Directors shall be final and binding.

57. No waterbeds shall be allowed at AQUA.

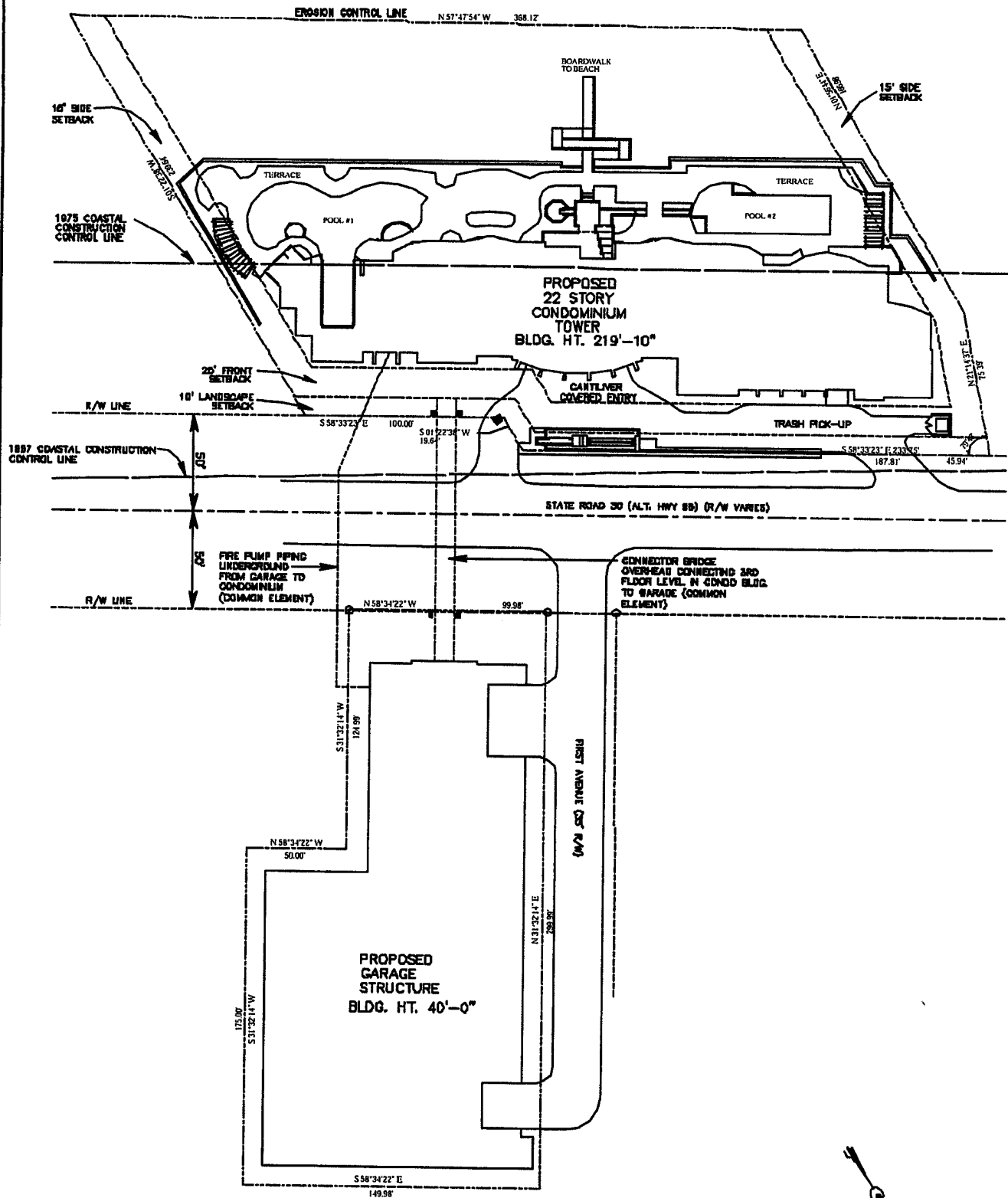
58. Aquariums will be allowed only if approved by the Board.

EXHIBIT "4"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM

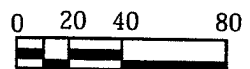
PLOT PLAN/SURVEY, FLOOR PLANS, UNIT PLANS AND ELEVATIONS

AQUA

SITE PLAN /SURVEY



SITE PLAN / SURVEY



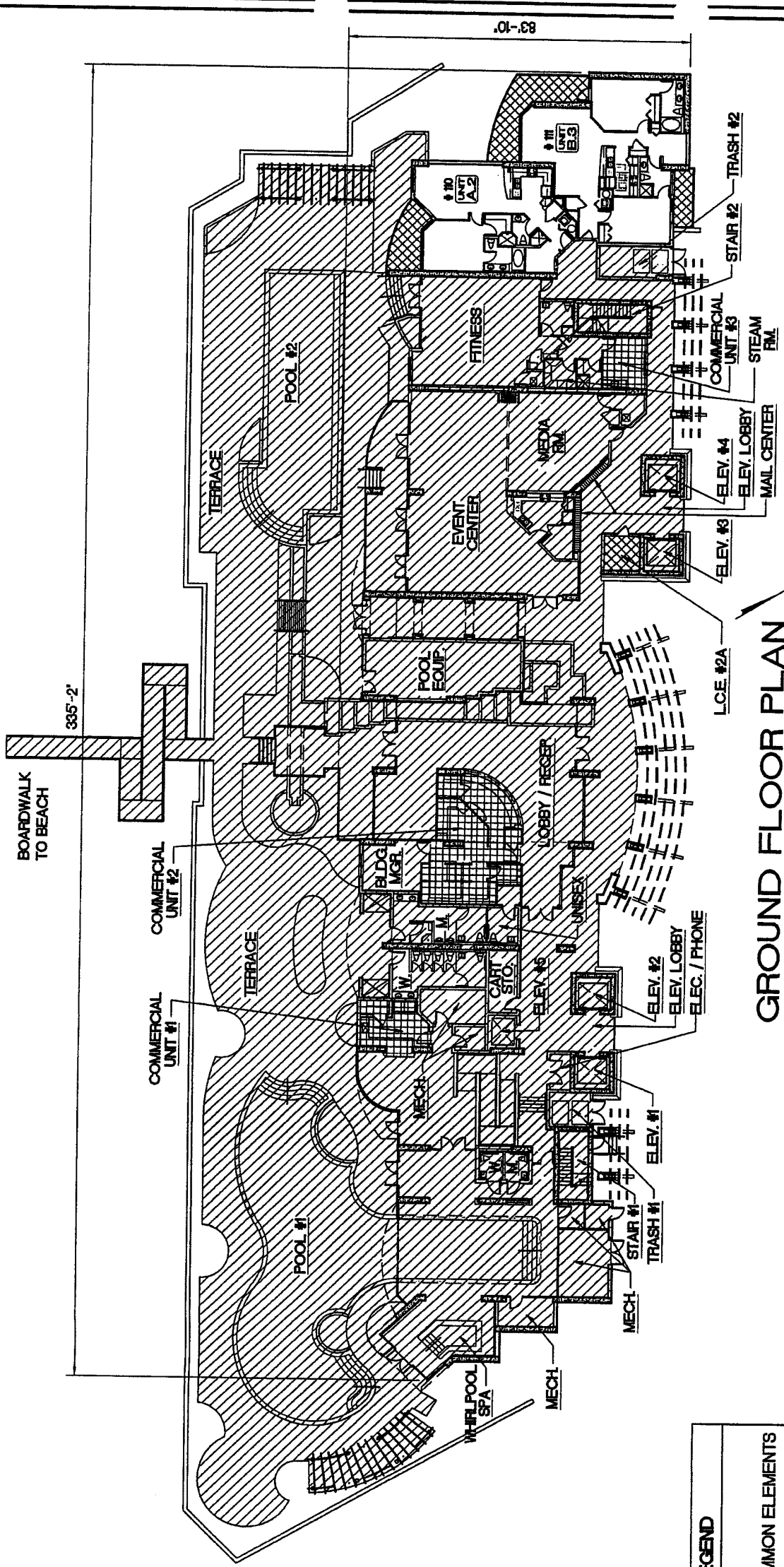
DATE:
10/07/04

Aqua, A Condominium

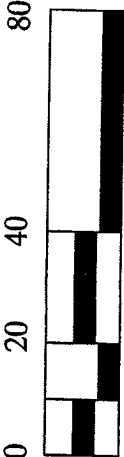


AQUA

FLOOR PLANS



DATE:
10/07/04



GROUND FLOOR PLAN

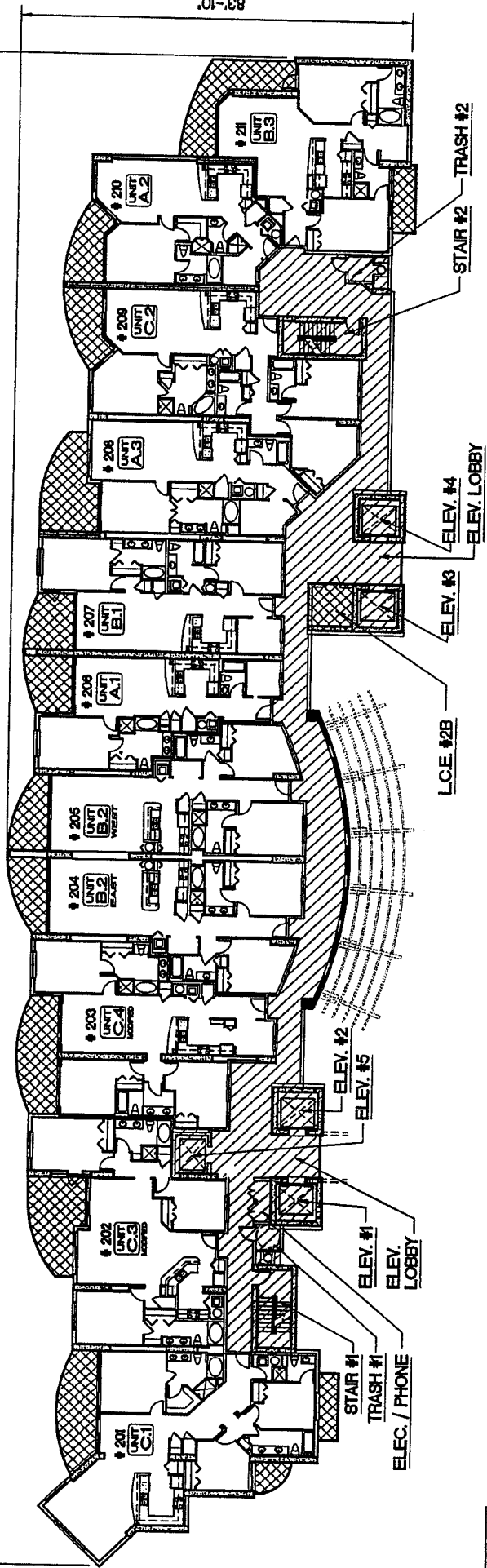
LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4

ALL IMPROVEMENTS
ARE PROPOSED

Aqua, A Condominium

335'-2"

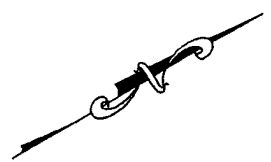
83'-10"



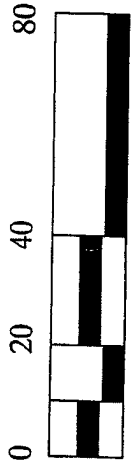
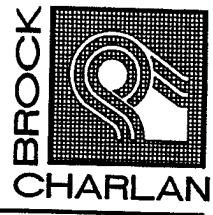
SECOND FLOOR PLAN

LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4

ALL IMPROVEMENTS ARE PROPOSED



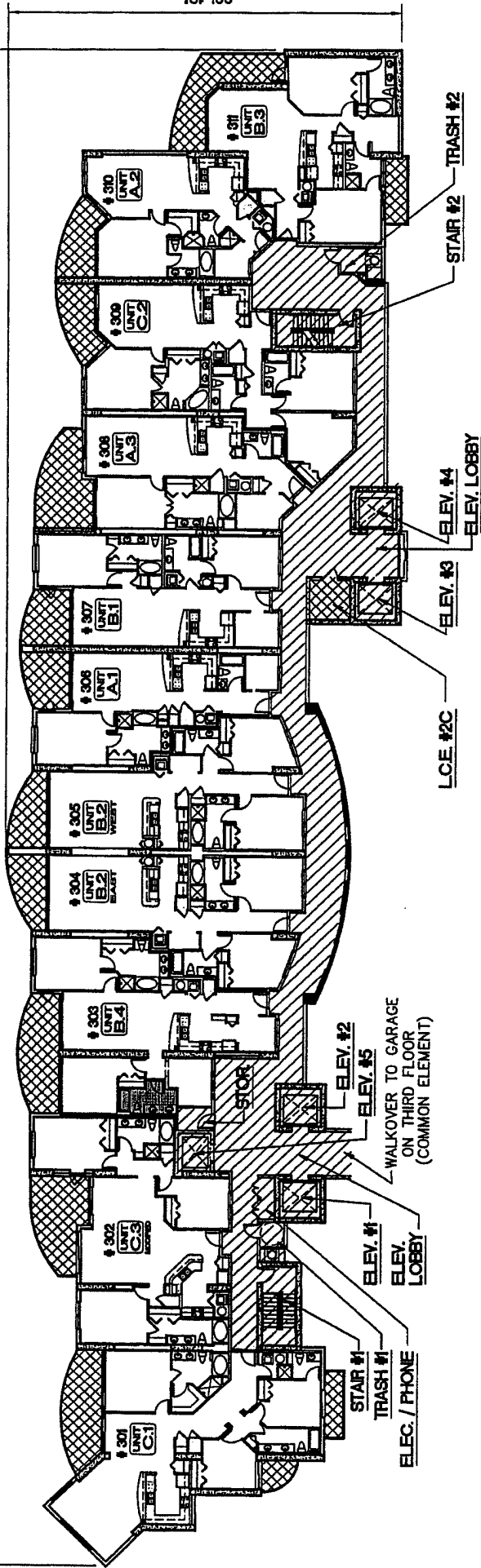
DATE: 10/07/04



Aqua, A Condominium

335'-2"

.01-.69



THIRD FLOOR PLAN

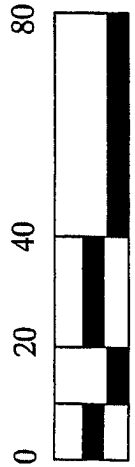
LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4

ALL IMPROVEMENTS ARE PROPOSED

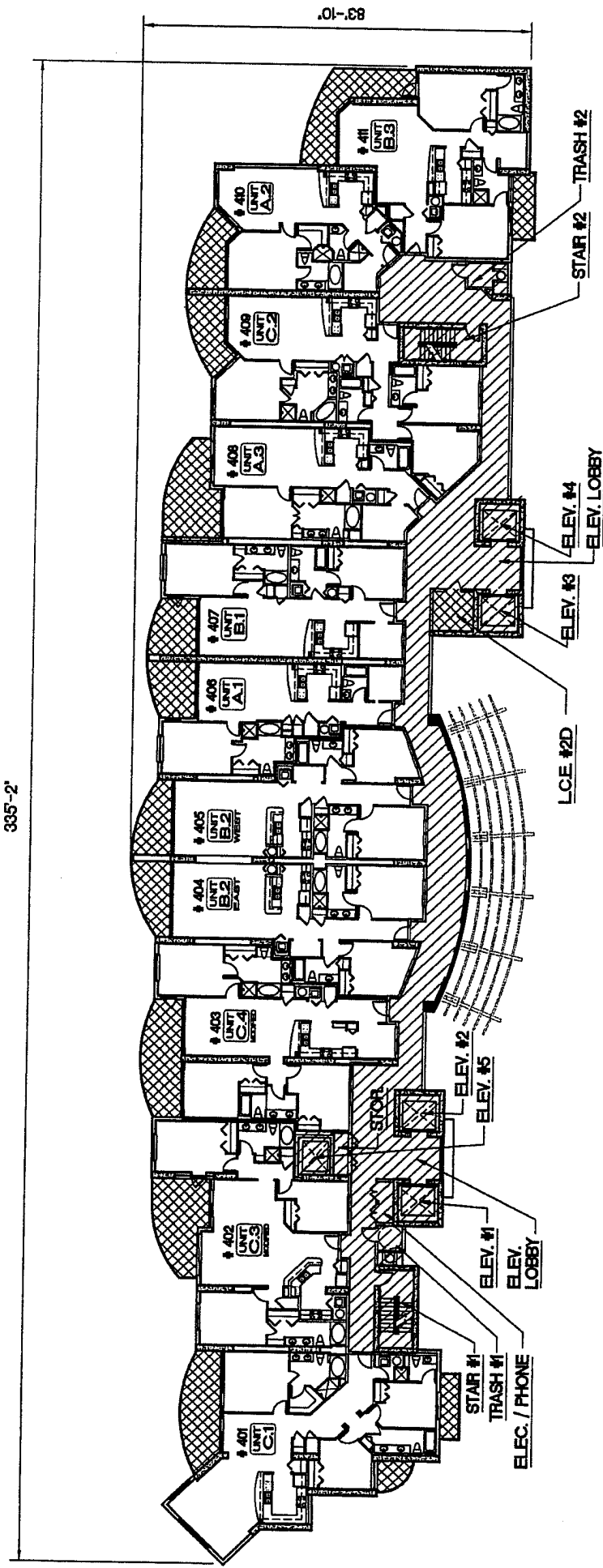
DATE:
10/07/04



Aqua, A Condominium



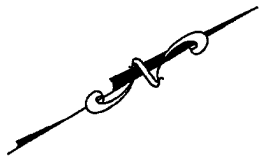
335'-2"



FOURTH FLOOR PLAN

LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (LCE)
	COMMERCIAL UNITS 1, 2, 3, AND 4

ALL IMPROVEMENTS ARE PROPOSED

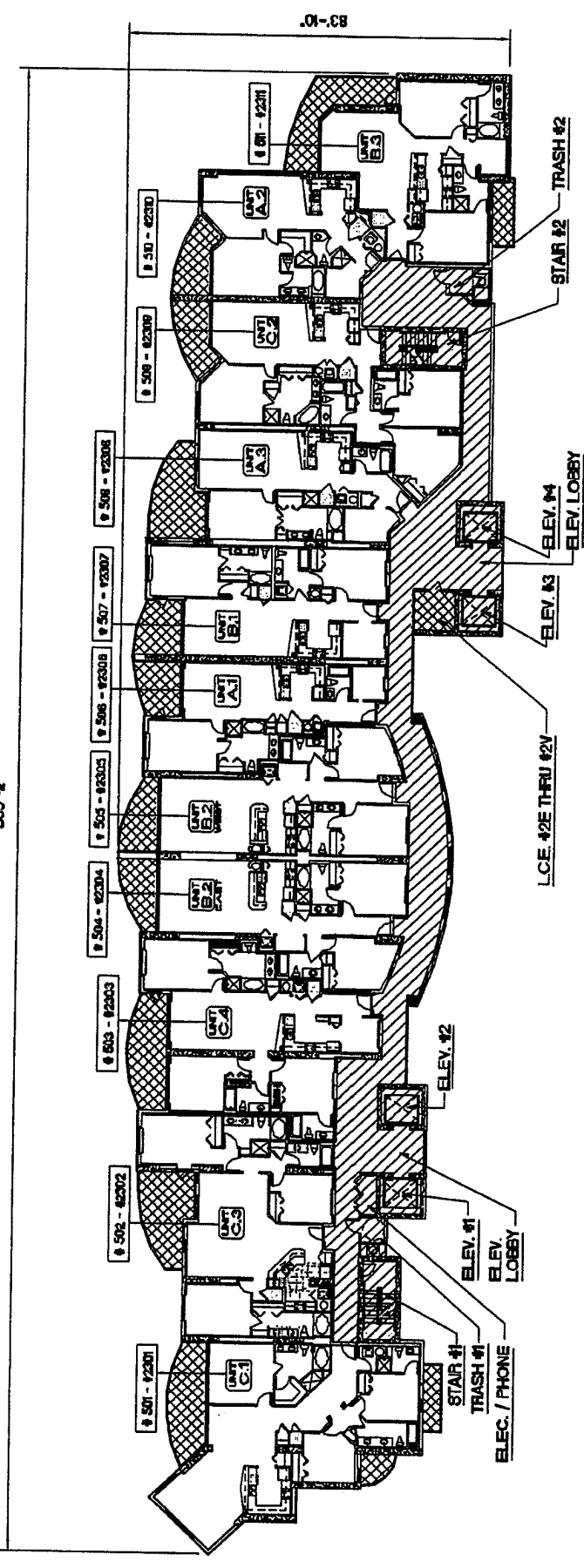


DATE: 10/07/04



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335'-2"

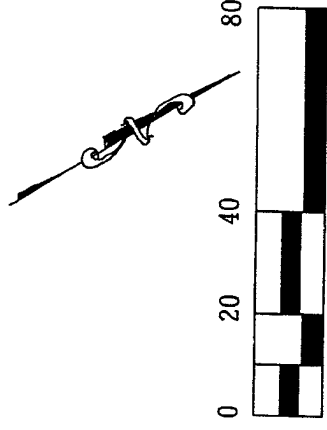


FIFTH THRU TWENTY THIRD FLOOR PLAN

(13TH FLOOR OMITTED INTENTIONALLY)

LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4

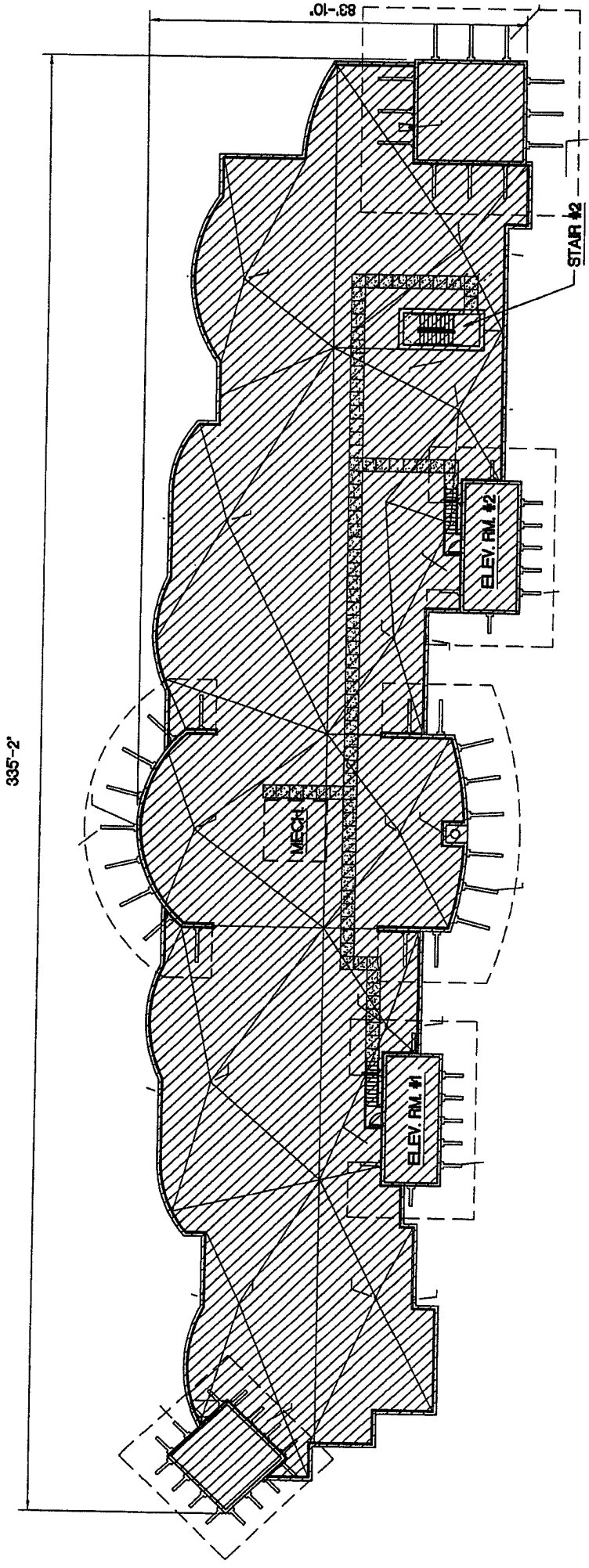
ALL IMPROVEMENTS ARE PROPOSED



DATE: 10/07/04



Aqua, A Condominium

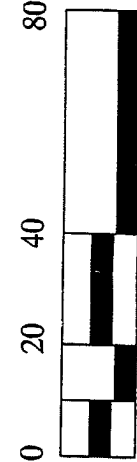


LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS
	COMMERCIAL UNITS 1, 2, 3, AND 4

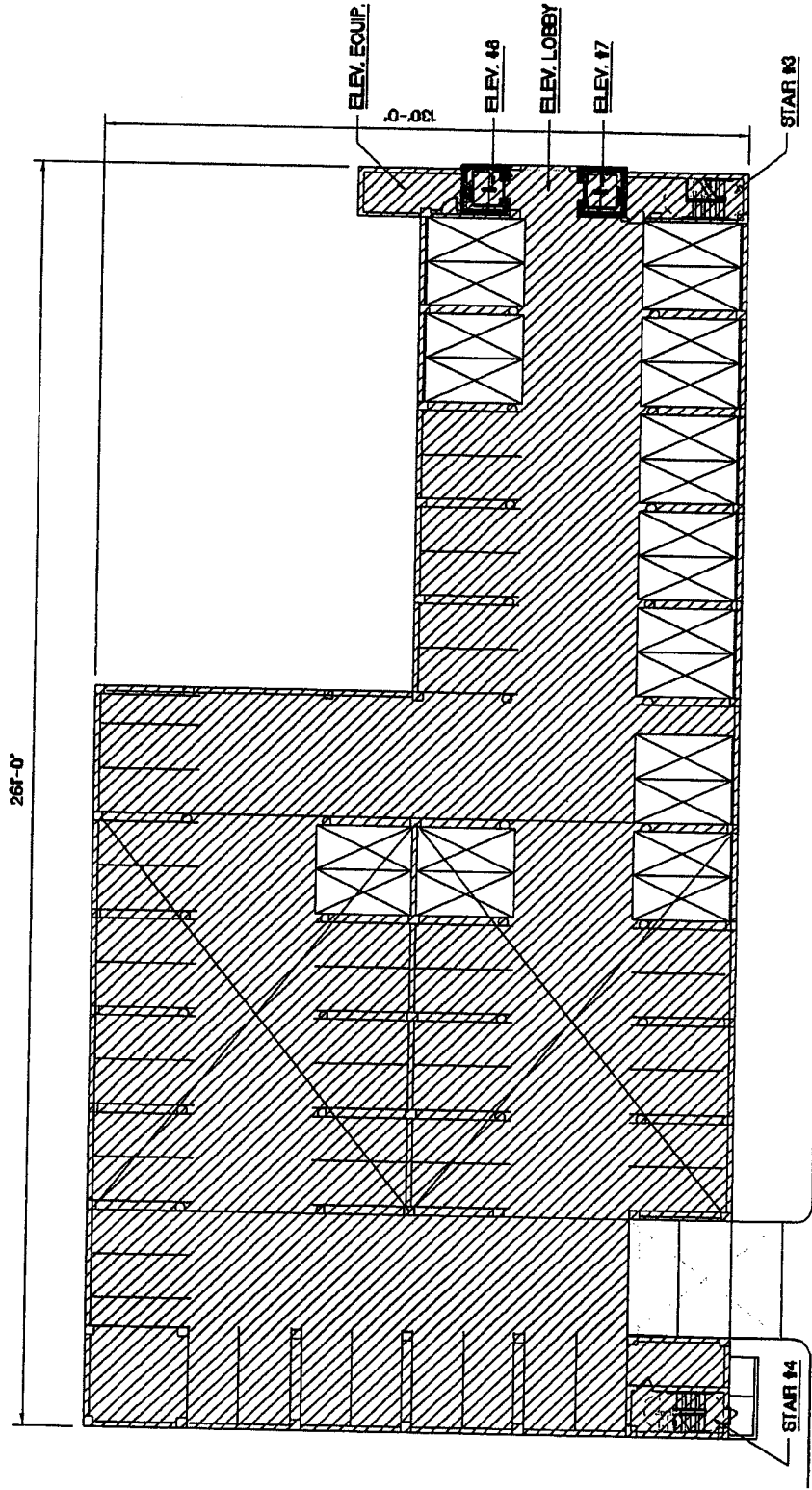
ALL IMPROVEMENTS
ARE PROPOSED

ROOF PLAN

DATE:
10/07/04



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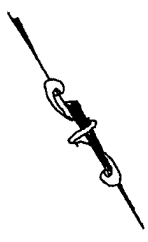
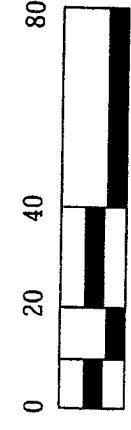


LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (LCE)
	COMMERCIAL UNITS 1, 2, 3, AND 4
	PARKING SPACES RESERVED IN DEVELOPER'S FUTURE ASSIGNMENT

ALL IMPROVEMENTS ARE PROPOSED

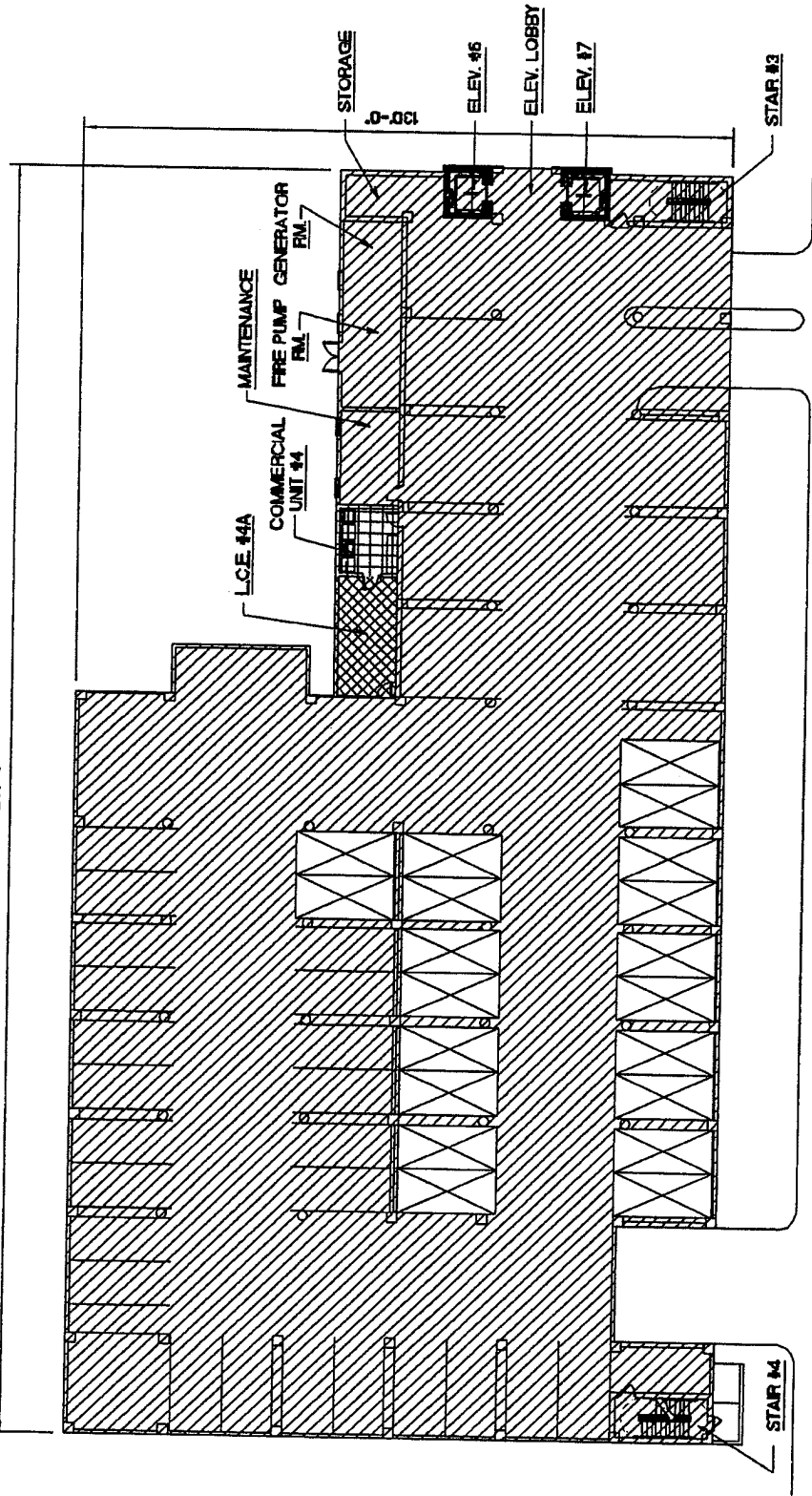
BASEMENT LEVEL PARKING





DATE: 10/07/04



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267'-0"

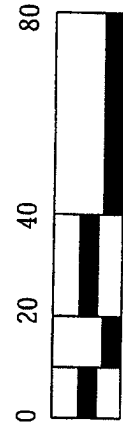


LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4
	PARKING SPACES RESERVED IN DEVELOPER FOR FUTURE ASSIGNMENT

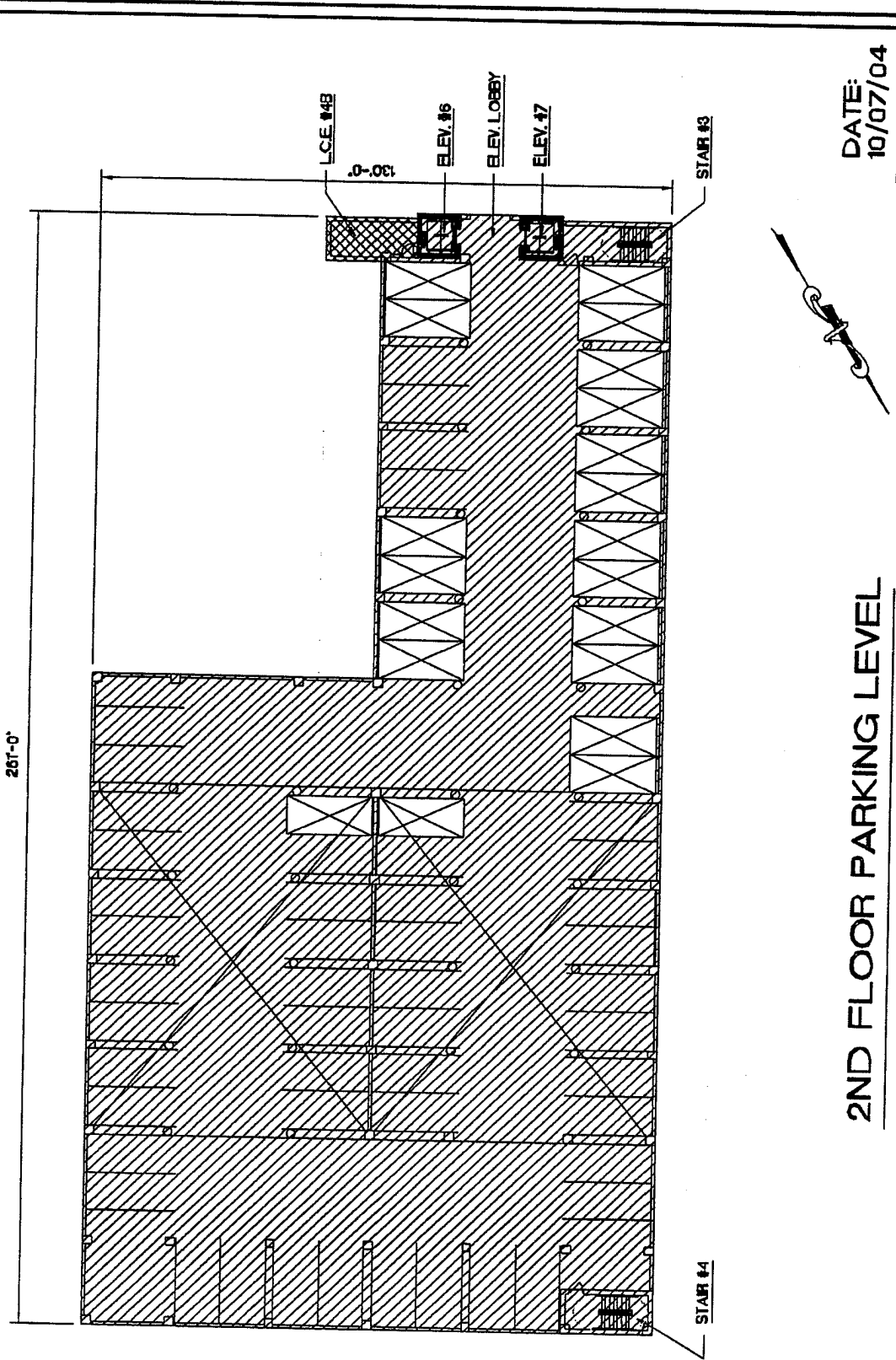
ALL IMPROVEMENTS ARE PROPOSED

1ST FLOOR PARKING LEVEL

DATE: 10/07/04



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DATE: 10/07/04

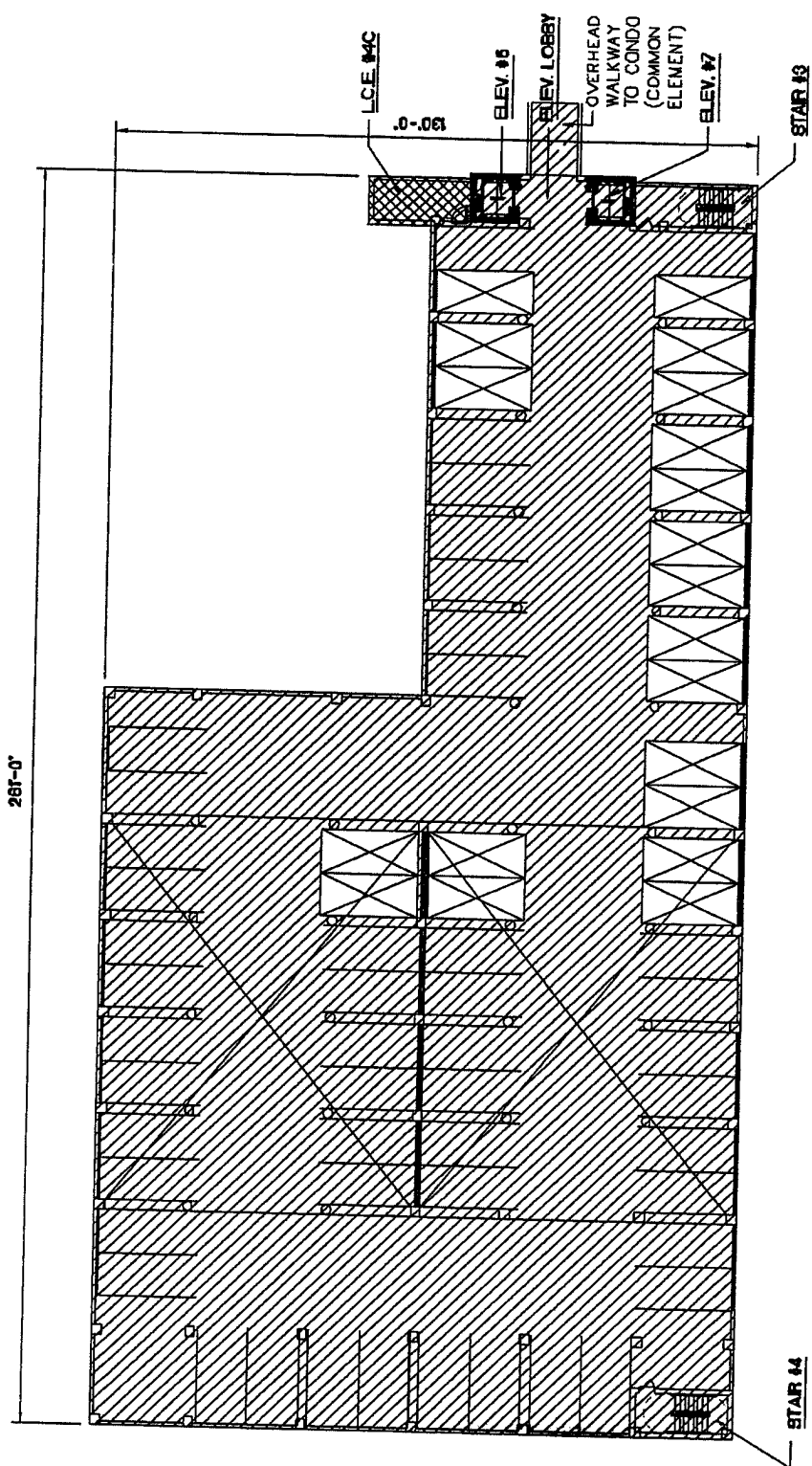


2ND FLOOR PARKING LEVEL

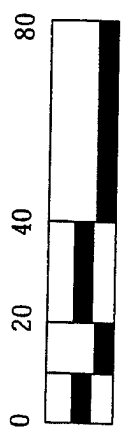
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LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4
	PARKING SPACES RESERVED IN DEVELOPER FOR FUTURE ASSIGNMENT

ALL IMPROVEMENTS ARE PROPOSED



DATE: 10/07/04

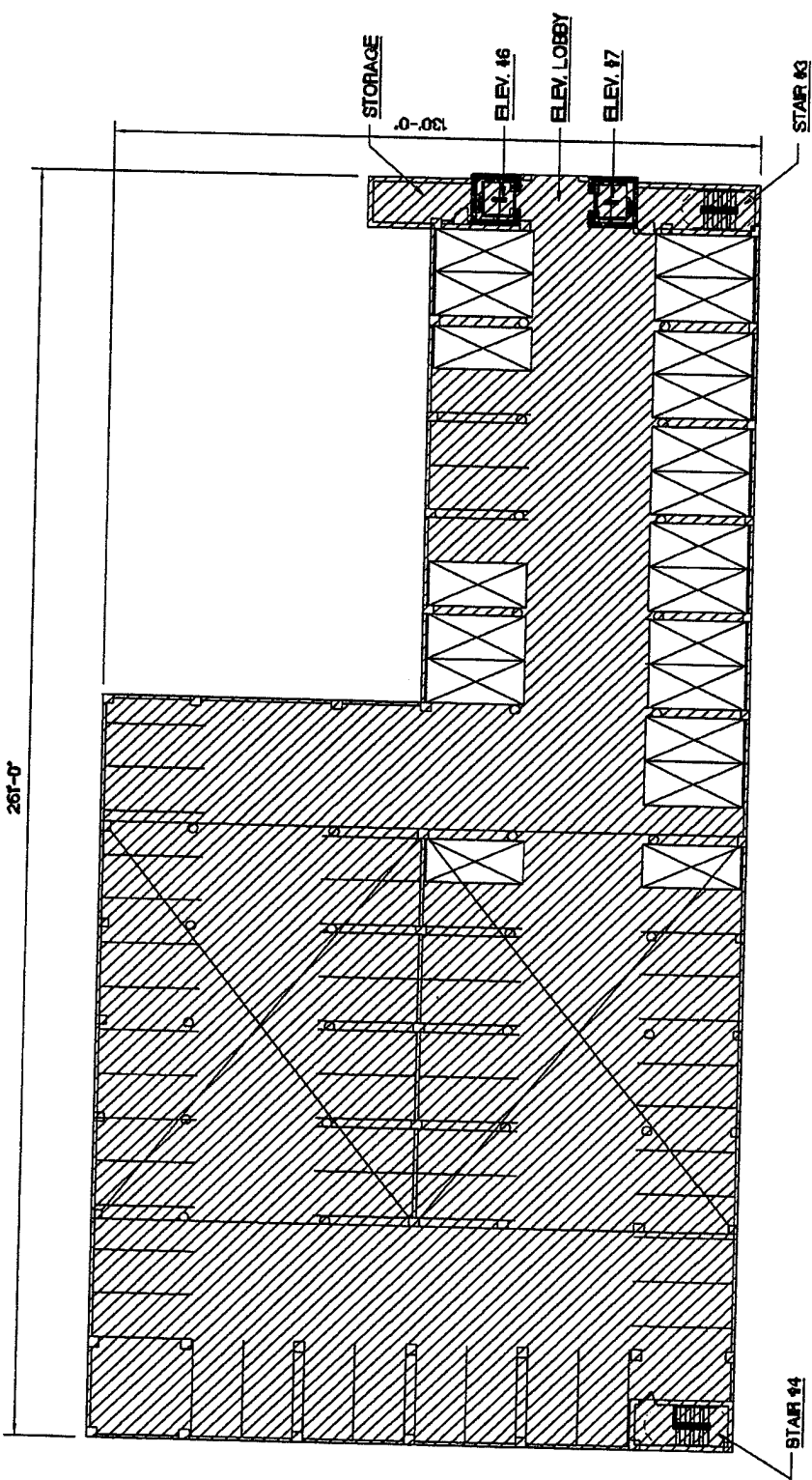


3RD FLOOR PARKING LEVEL

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LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4
	PARKING SPACES RESERVED IN DEVELOPER FOR FUTURE ASSIGNMENT

ALL IMPROVEMENTS ARE PROPOSED



DATE: 10/07/04

4TH FLOOR PARKING LEVEL

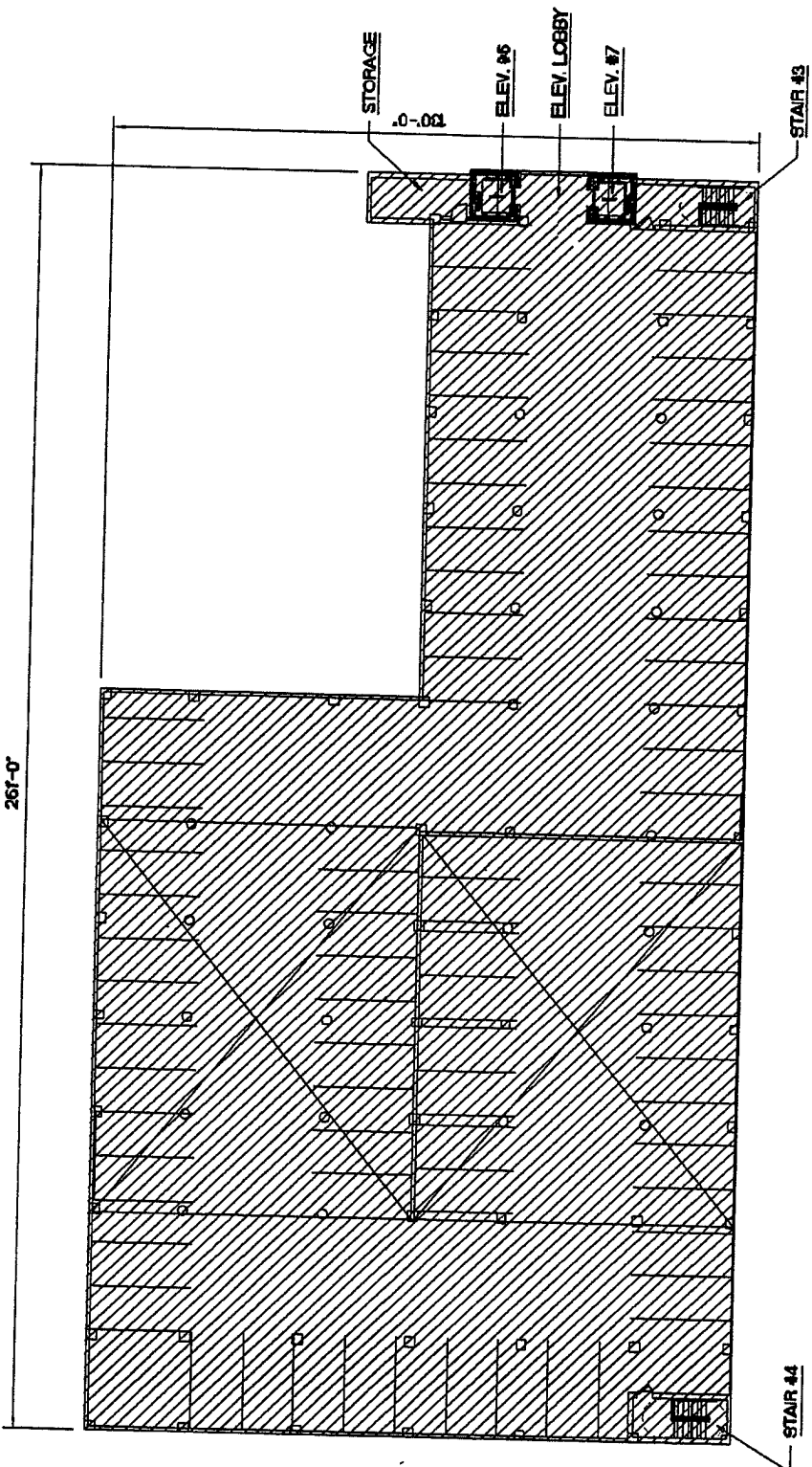


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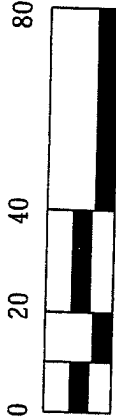
LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (LCE)
	COMMERCIAL UNITS 1, 2, 3, AND 4
	PARKING SPACES RESERVED IN DEVELOPER FOR FUTURE ASSIGNMENT

ALL IMPROVEMENTS ARE PROPOSED



DATE:
10/07/04

5TH FLOOR PARKING LEVEL



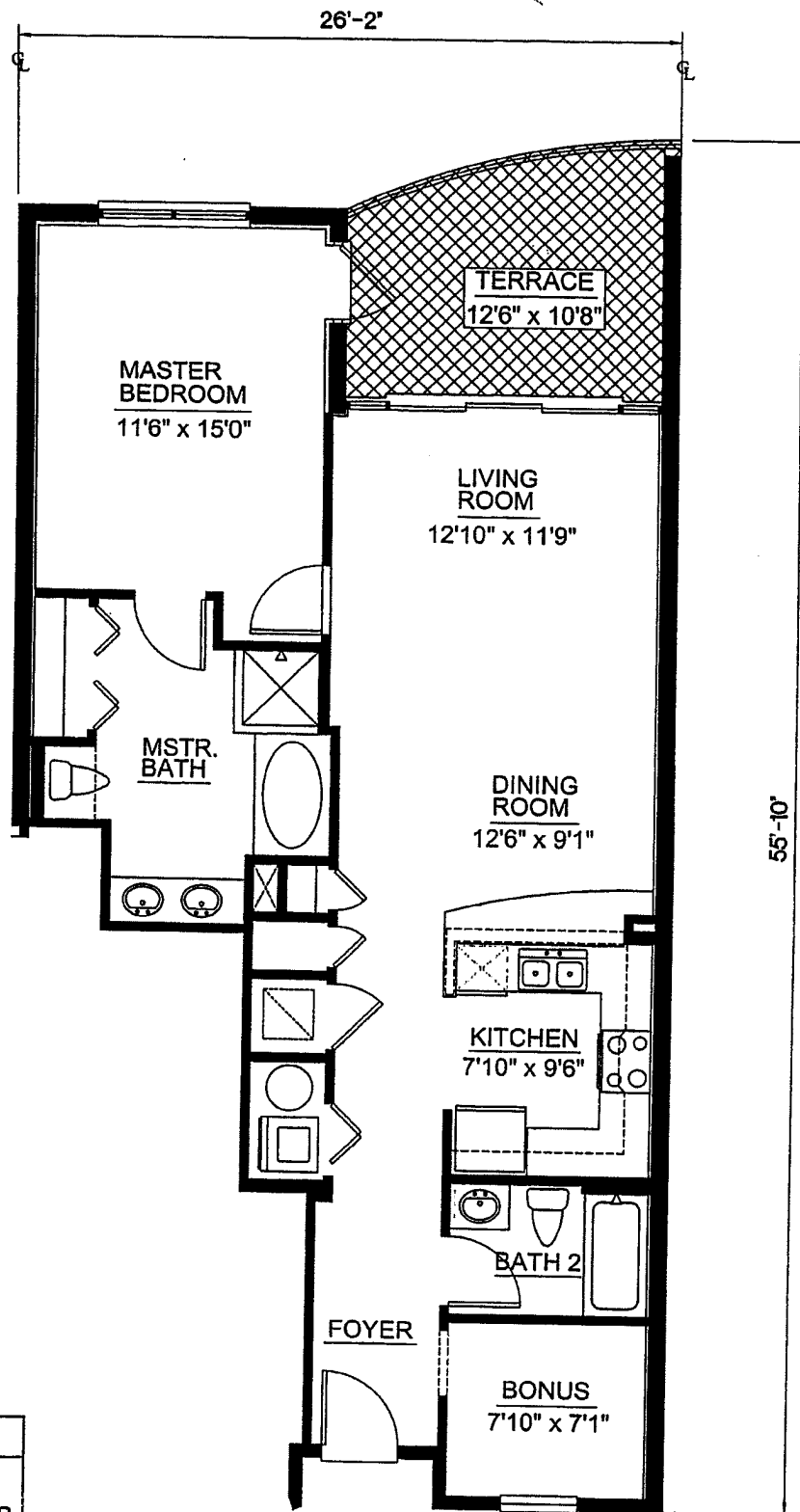
LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS (L.C.E.)
	COMMERCIAL UNITS 1, 2, 3, AND 4
	PARKING SPACES RESERVED IN DEVELOPER FOR FUTURE ASSIGNMENT

ALL IMPROVEMENTS
ARE PROPOSED


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AQUA

UNIT PLANS



LEGEND

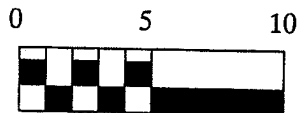
 LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS	
LIVING	1010 SQ.FT.
TERRACE	128 SQ.FT.
TOTAL	1,138 SQ.FT.

A.1 - FLOOR PLAN

UNIT #s : 206 THRU 2306



UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

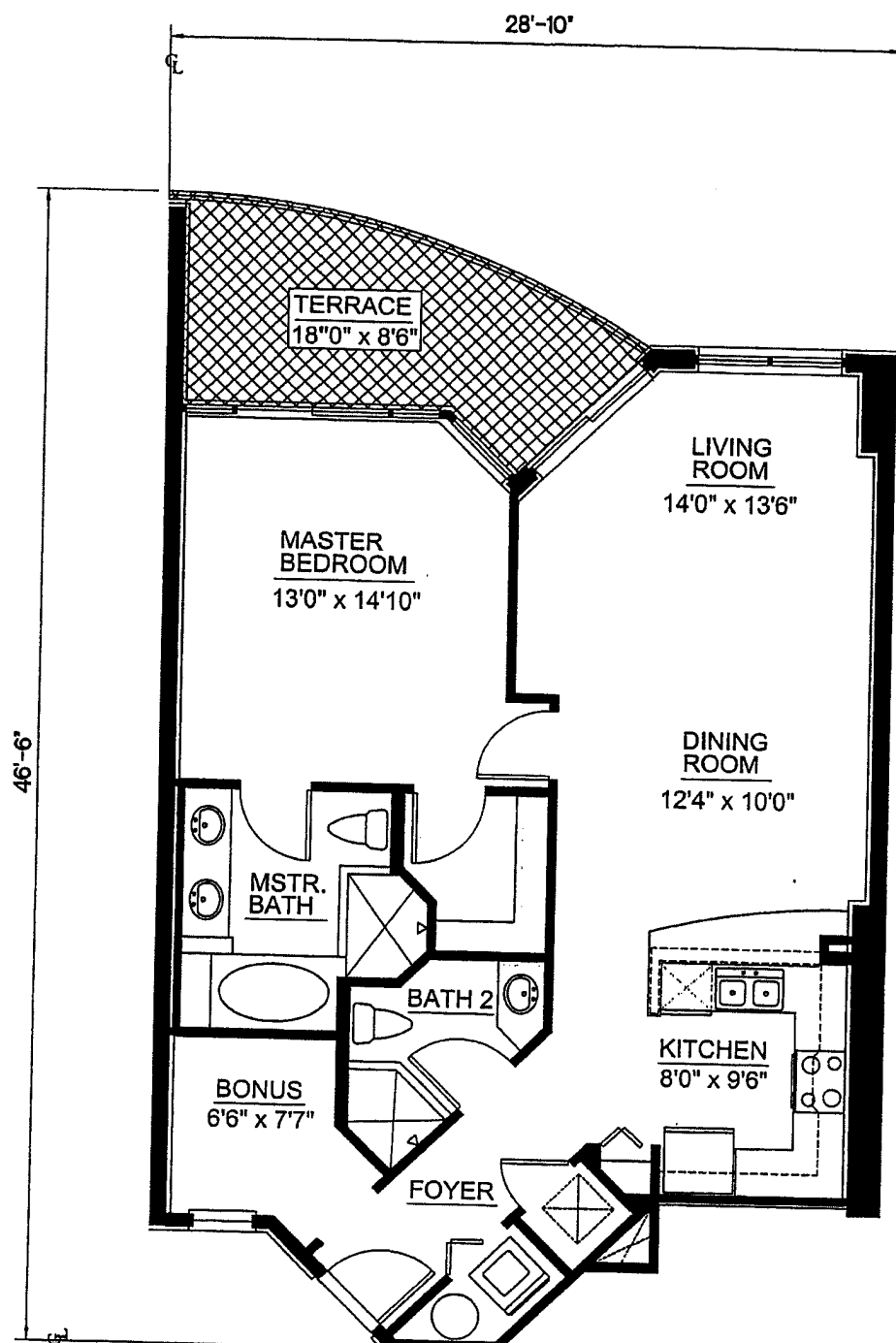
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.


DATE:
10/07/04



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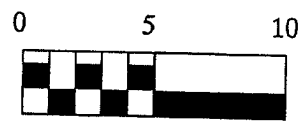
LEGEND

 LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

A.2 - FLOOR PLAN
UNIT #'s : 110 THRU 2310

AREA CALCULATIONS	
LIVING	1017 SQ.FT.
TERRACE	130 SQ.FT.
TOTAL	1,147 SQ.FT.



UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

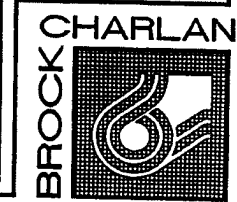
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

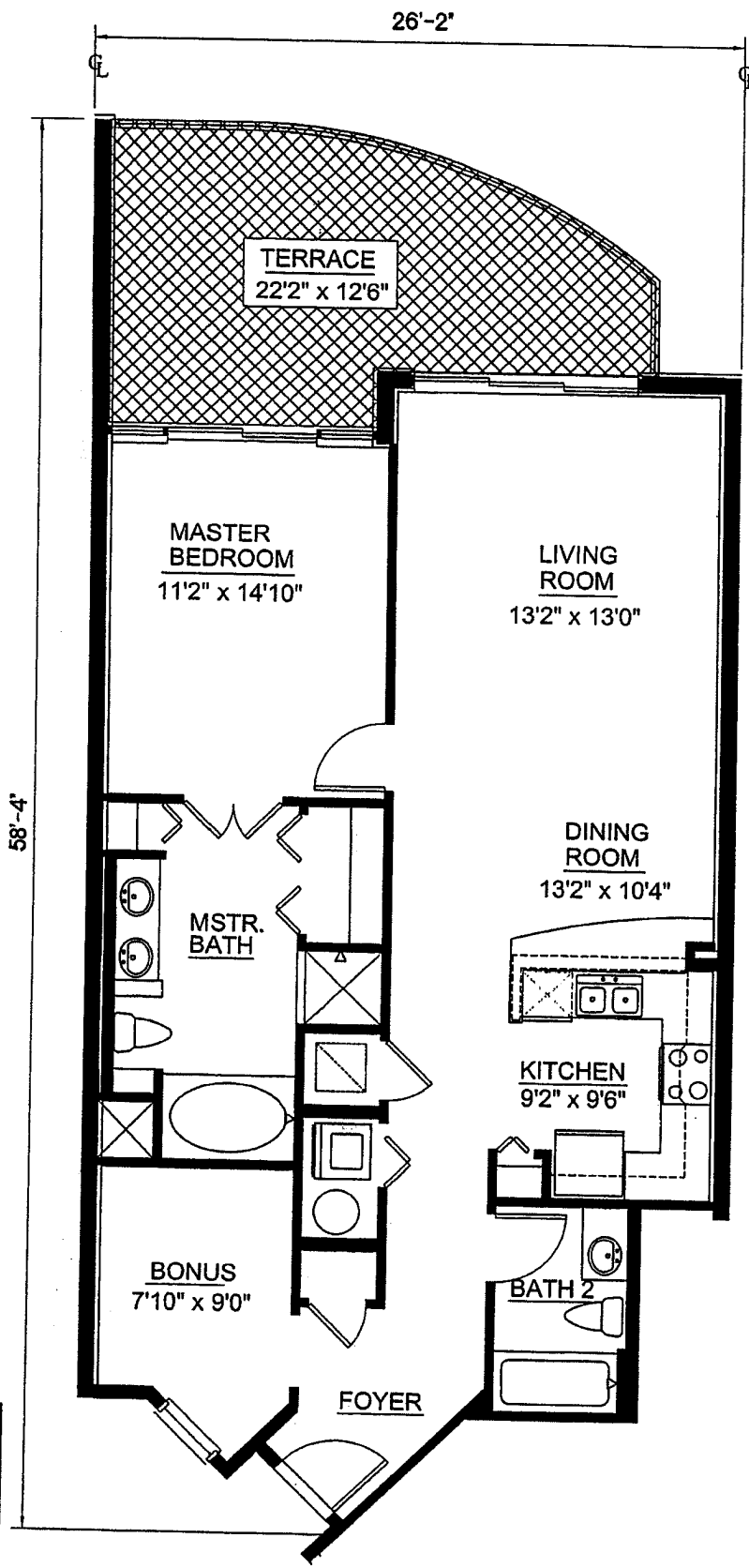
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

DATE:
10/07/04

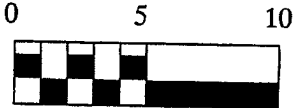
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A.3 - FLOOR PLAN

UNIT #'s : 208 THRU 2308



LEGEND

LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS	
LIVING	1104 SQ.FT.
TERRACE	227 SQ.FT.
TOTAL	1,331 SQ.FT.

UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

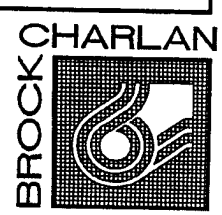
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

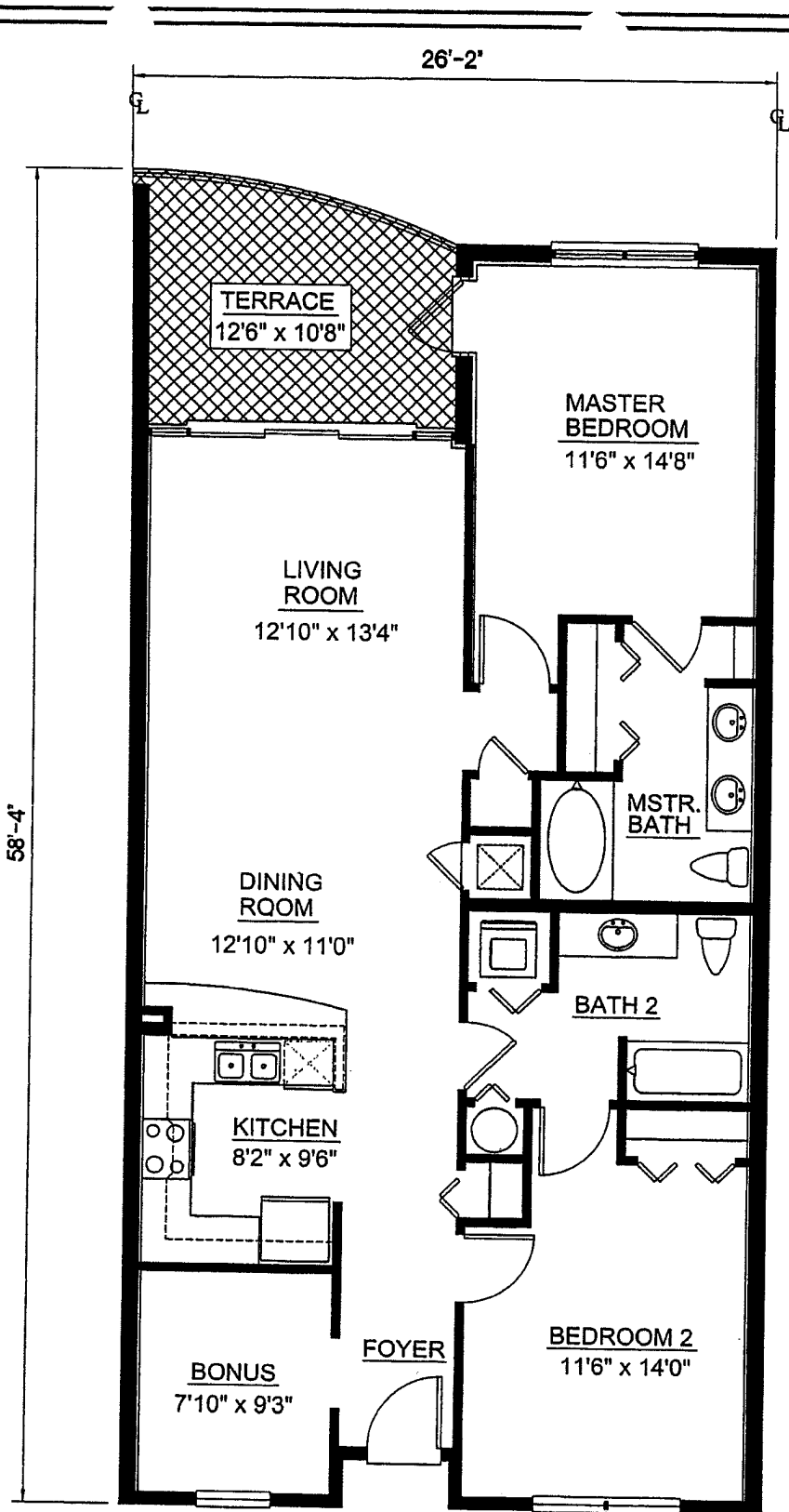
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.


DATE:
10/07/04

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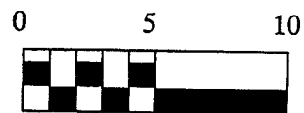
LEGEND

 LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

B.1 - FLOOR PLAN
UNIT #'s: 207 THRU 2307

AREA CALCULATIONS	
LIVING	1273 SQ.FT.
TERRACE	128 SQ.FT.
TOTAL	1,401 SQ.FT.



UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

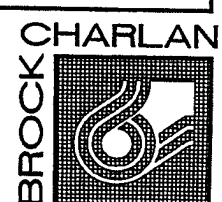
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

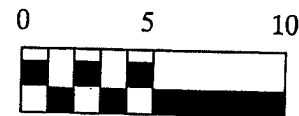
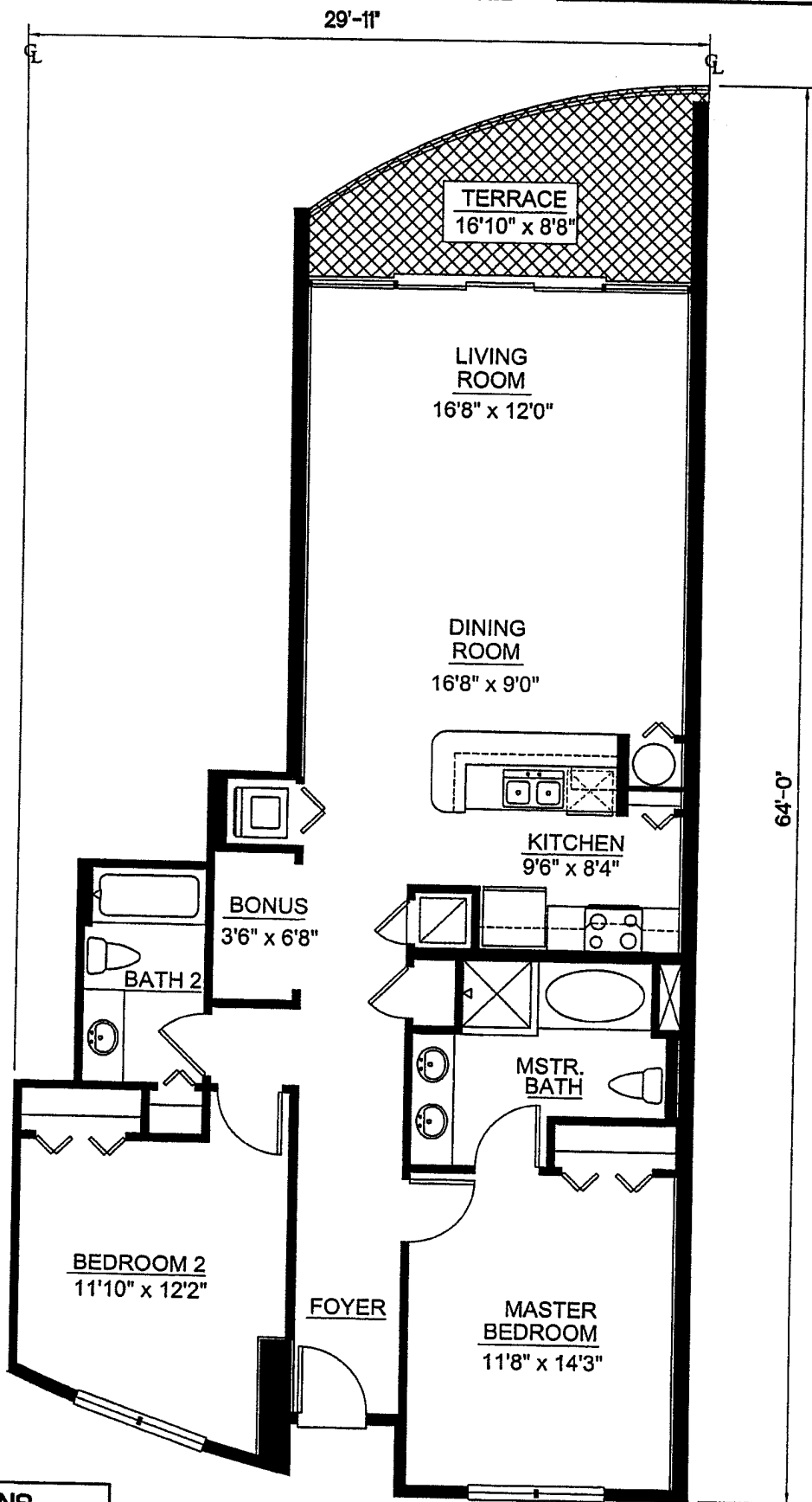
APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.



DATE:
10/07/04

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LEGEND

 LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS

LIVING	1283 SQ.FT.
TERRACE	122 SQ.FT.
TOTAL	1,405 SQ.FT.

B.2 EAST - FLOOR PLAN
UNIT #s: 204 THRU 2304

UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

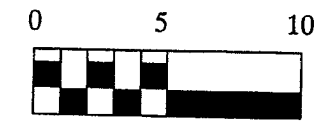
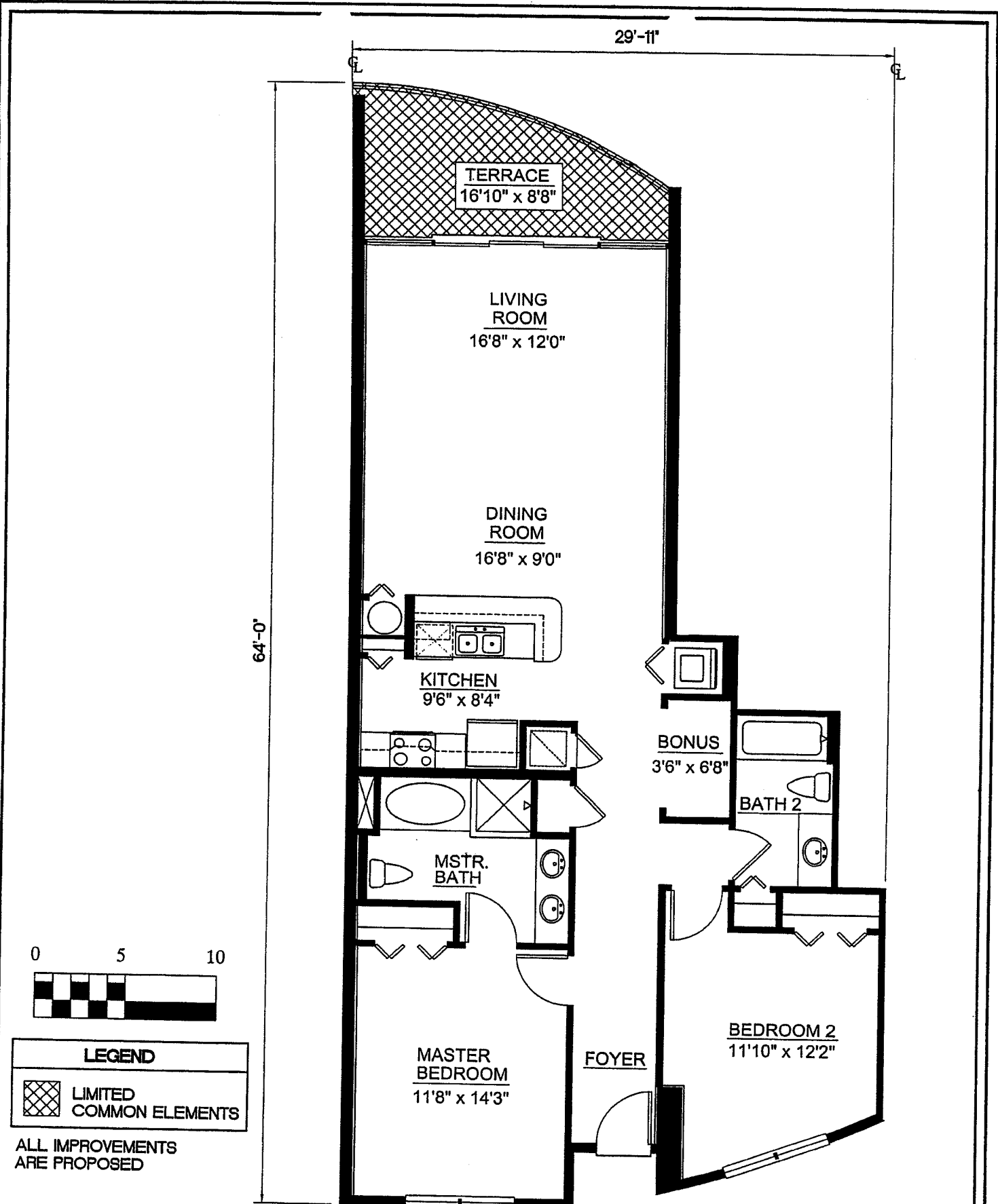
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

DATE:
10/07/04

Aqua, A Condominium





LEGEND

LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

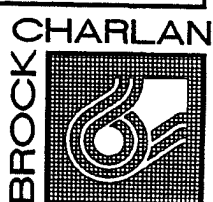
AREA CALCULATIONS	
LIVING	1283 SQ.FT.
TERRACE	122 SQ.FT.
TOTAL	1,405 SQ.FT.

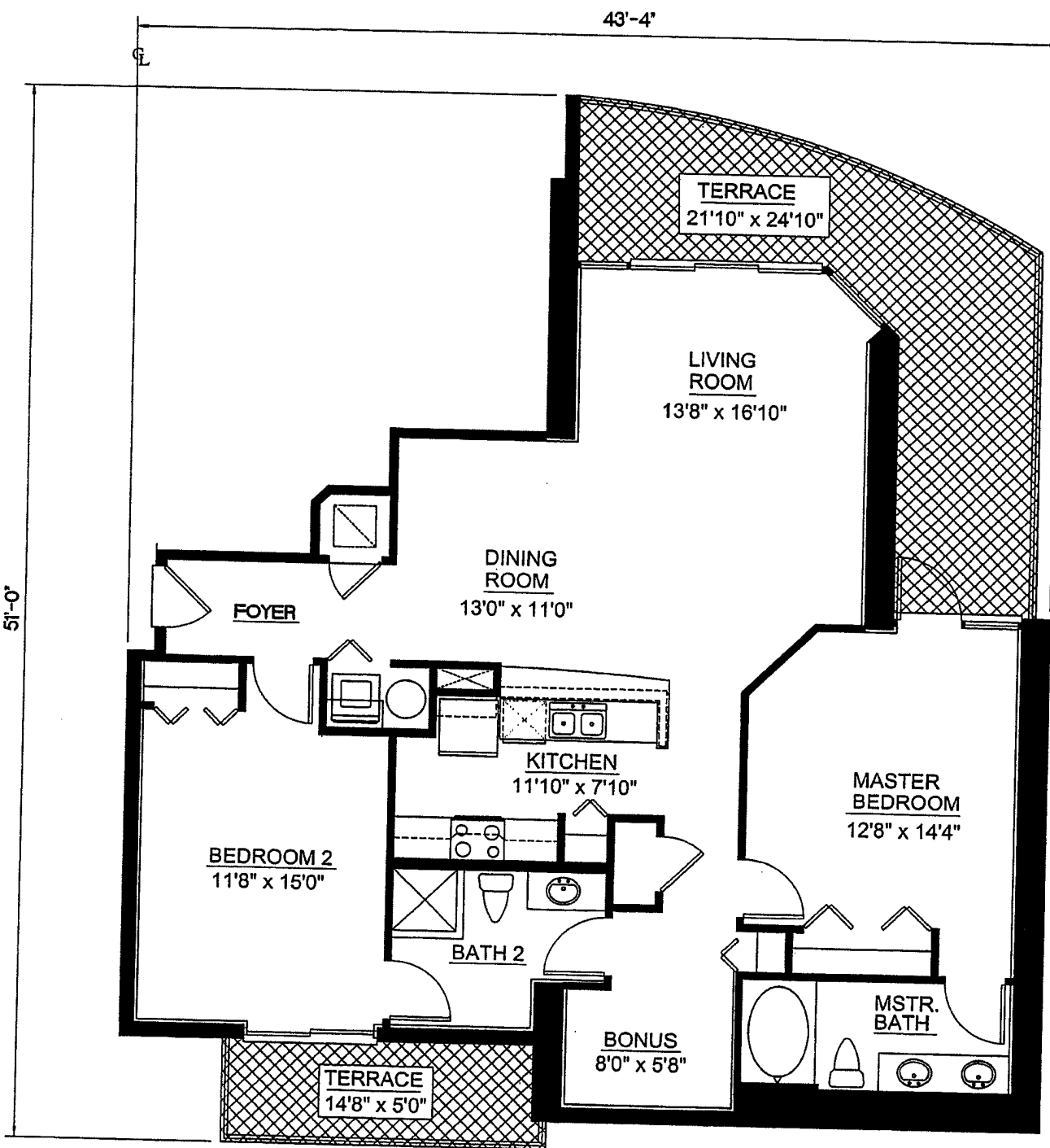
B.2 WEST - FLOOR PLAN
UNIT #s : 205 THRU 2305

UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.
LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.
THE PERIMETER BOUNDARY:
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.
APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

DATE:
10/07/04

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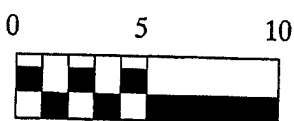
B.3 - FLOOR PLAN

UNIT #'s : 111 THRU 2311

AREA CALCULATIONS	
LIVING	1368 SQ.FT.
TERRACE	311 SQ.FT.
TOTAL	1,679 SQ.FT.

LEGEND	
	LIMITED COMMON ELEMENTS

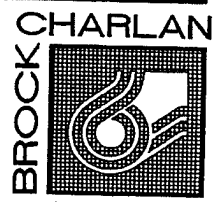
ALL IMPROVEMENTS ARE PROPOSED

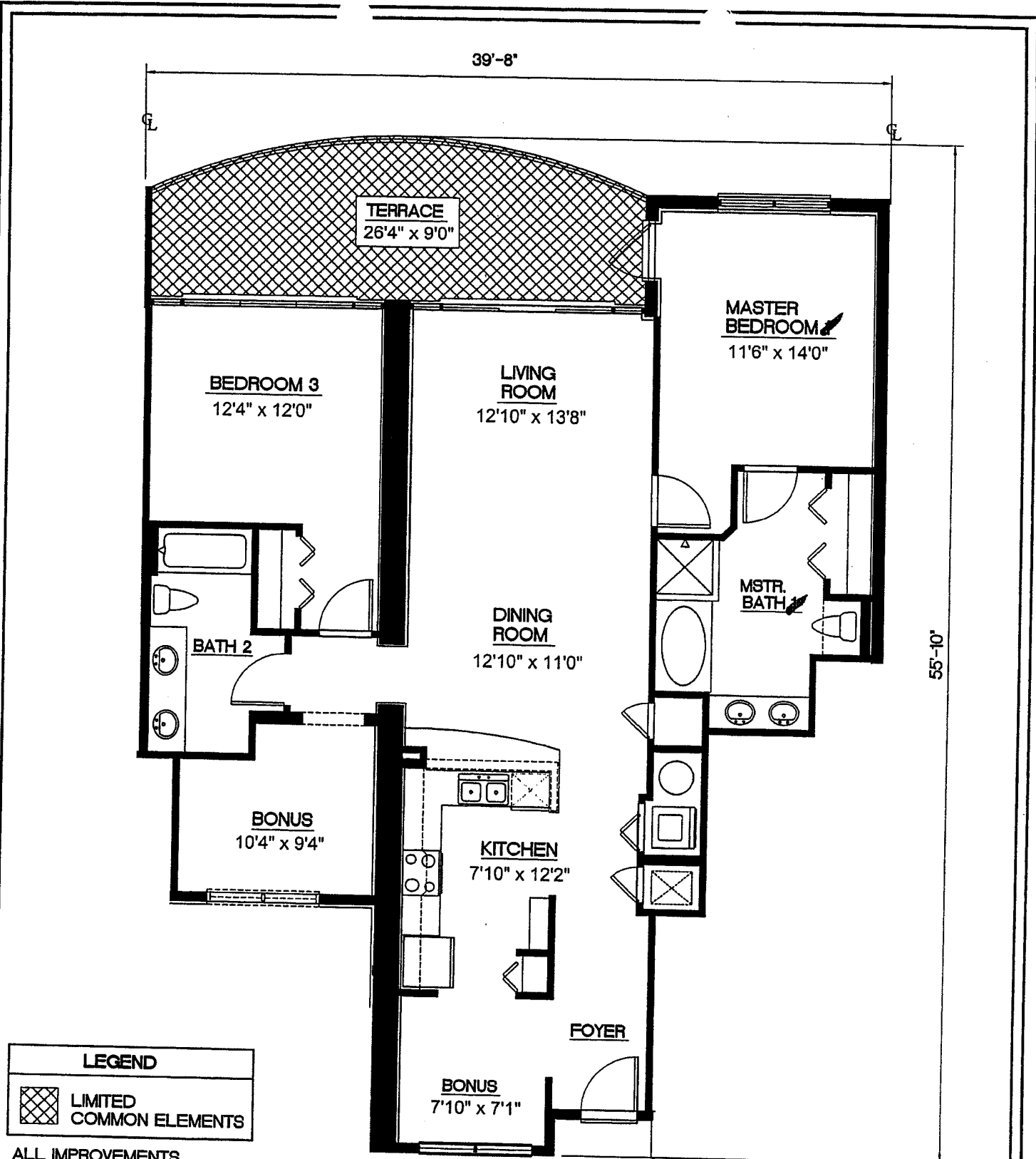


UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.
LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.
THE PERIMETER BOUNDARY:
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.
APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.


DATE: 10/07/04

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LEGEND

 LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS	
LIVING	1,475 SQ.FT.
TERRACE	211 SQ.FT.
TOTAL	1,686 SQ.FT.

B.4 - FLOOR PLAN
UNIT #: 303

UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

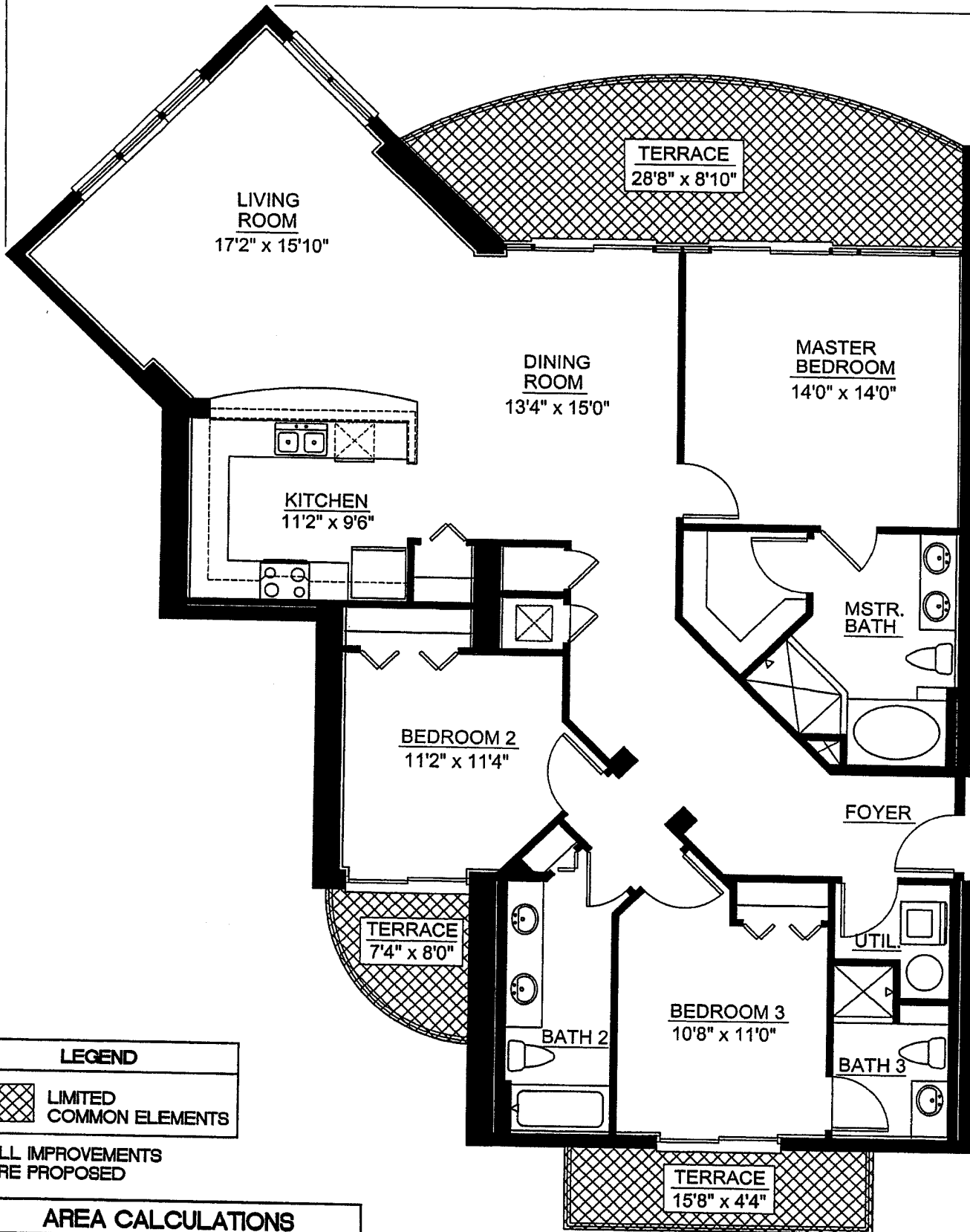
APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

DATE:
10/07/04

Aqua, A Condominium



49'-4"



63'-12"

LEGEND

LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS

LIVING	1823 SQ.FT.
TERRACE	324 SQ.FT.
TOTAL	2,147 SQ.FT.

C.1 - FLOOR PLAN

UNIT #'s: 201 THRU 2301

0 5 10



UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

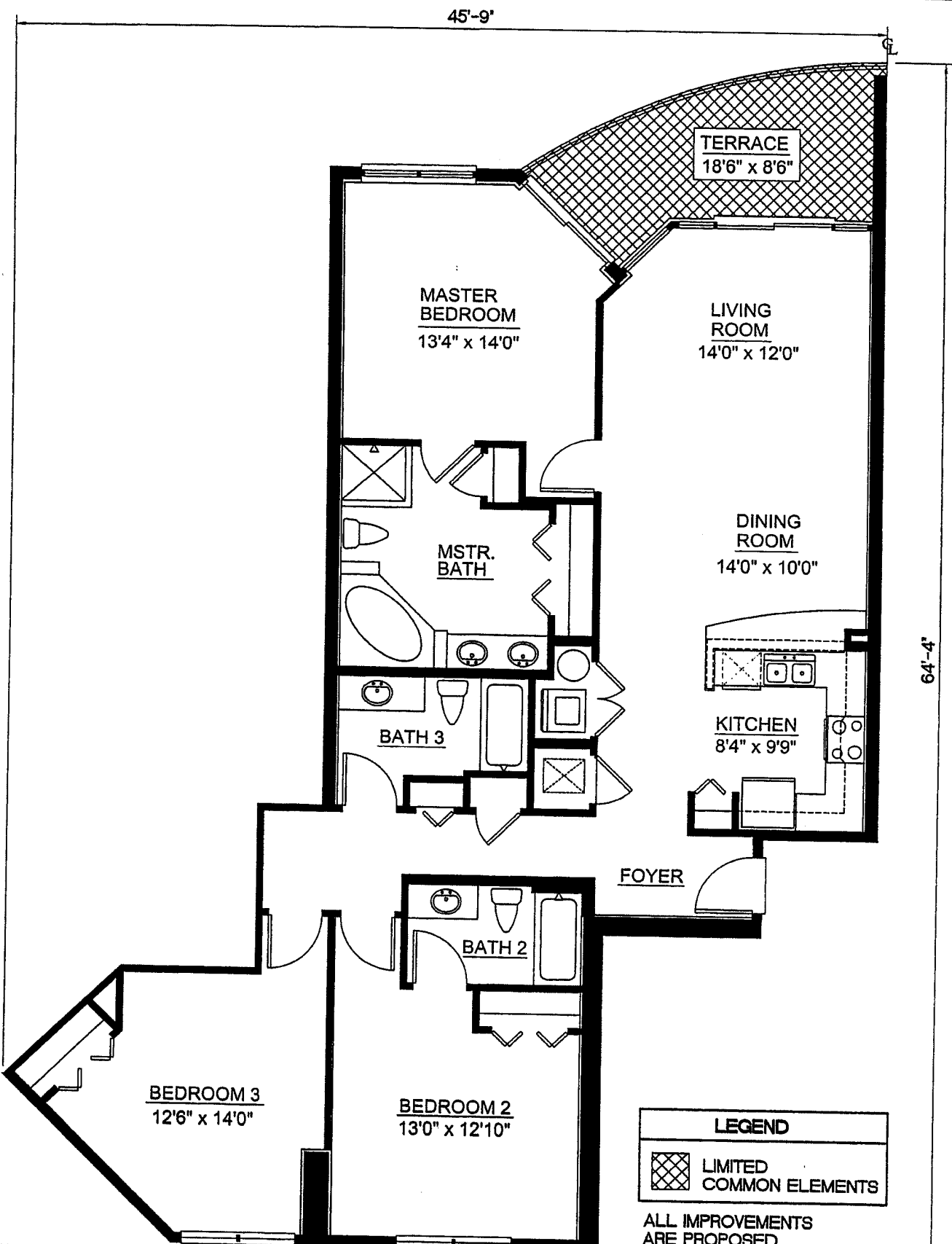
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

DATE:
10/07/04

Aqua, A Condominium





AREA CALCULATIONS	
LIVING	1569 SQ.FT.
TERRACE	129 SQ.FT.
TOTAL	1,698 SQ.FT.

C.2 - FLOOR PLAN 0 5 10

UNIT #'s : 209 THRU 2309

UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

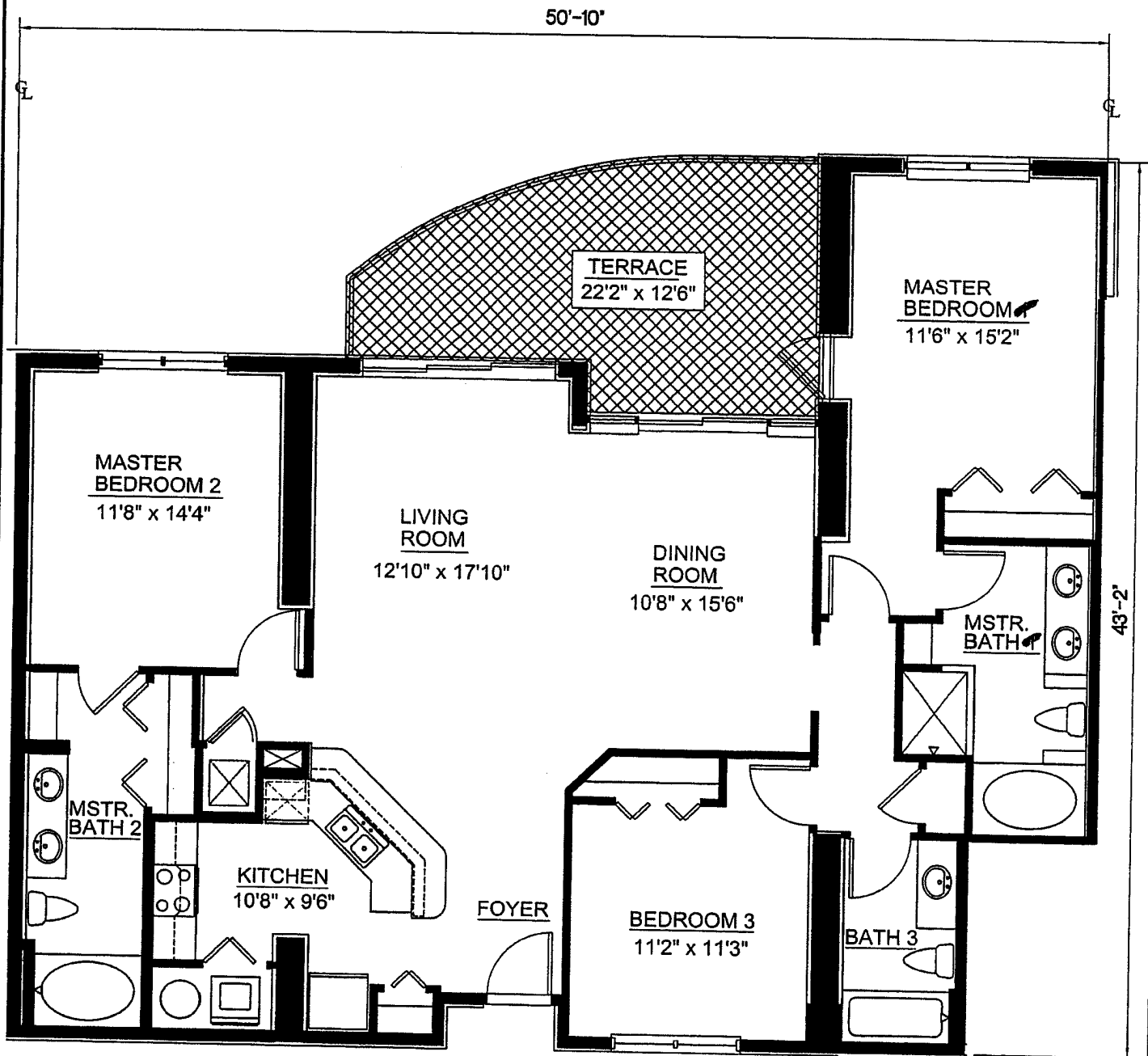
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

DATE:
10/07/04

Aqua, A Condominium





LEGEND

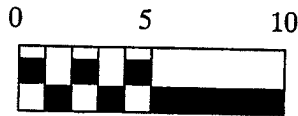
LIMITED COMMON ELEMENTS

C.3 - FLOOR PLAN

UNIT #'s : 502 THRU 2302

ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS	
LIVING	1716 SQ.FT.
TERRACE	218 SQ.FT.
TOTAL	1,934 SQ.FT.



UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

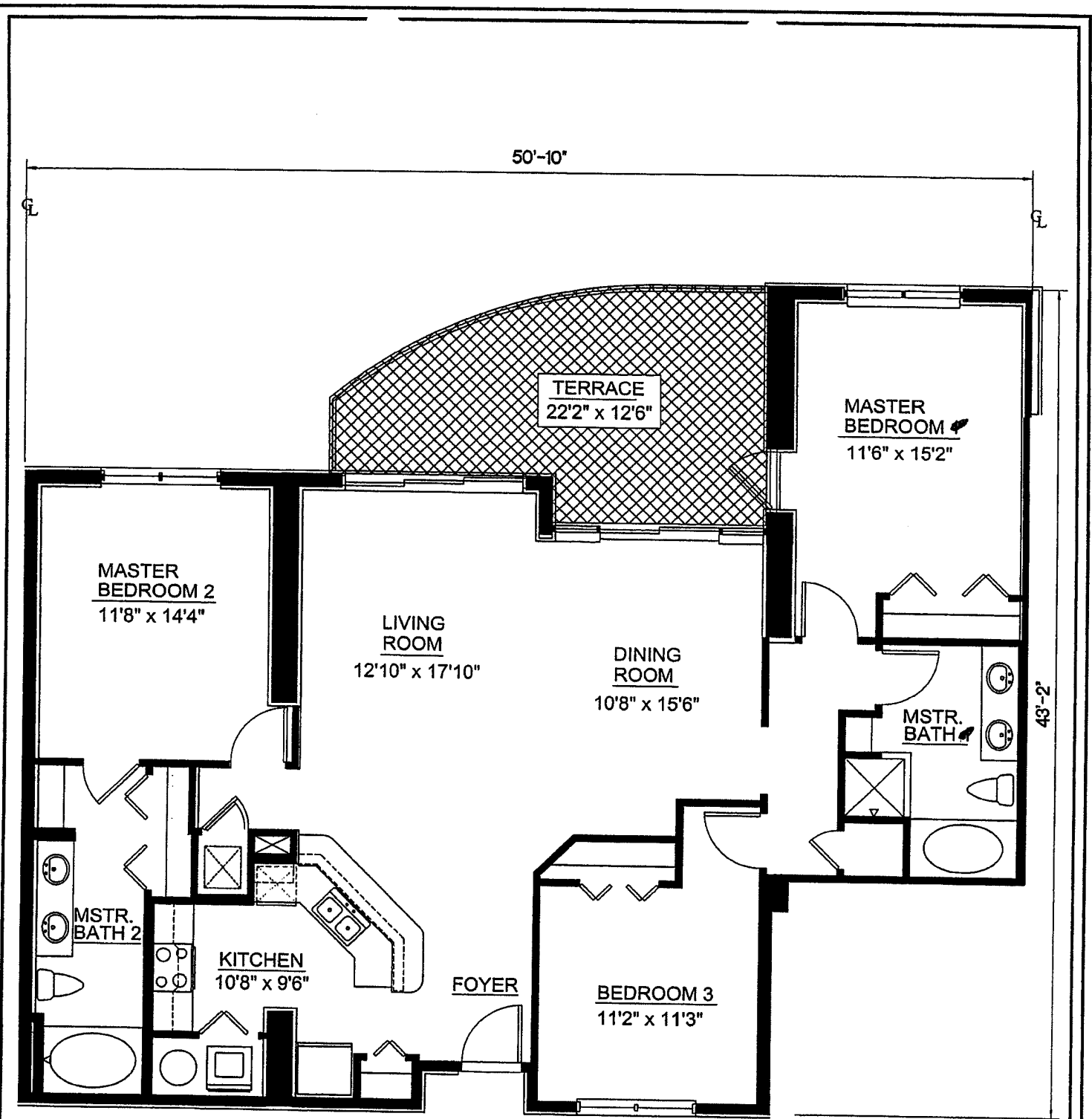
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.


DATE:
10/07/04

Aqua, A Condominium





LEGEND

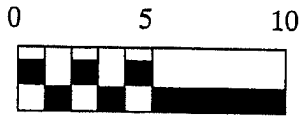
 LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS	
LIVING	1620 SQ.FT.
TERRACE	218 SQ.FT.
TOTAL	1,838 SQ.FT.

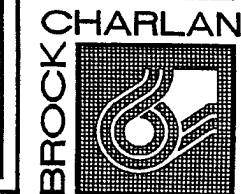
UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.
LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.
THE PERIMETER BOUNDARY:
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.
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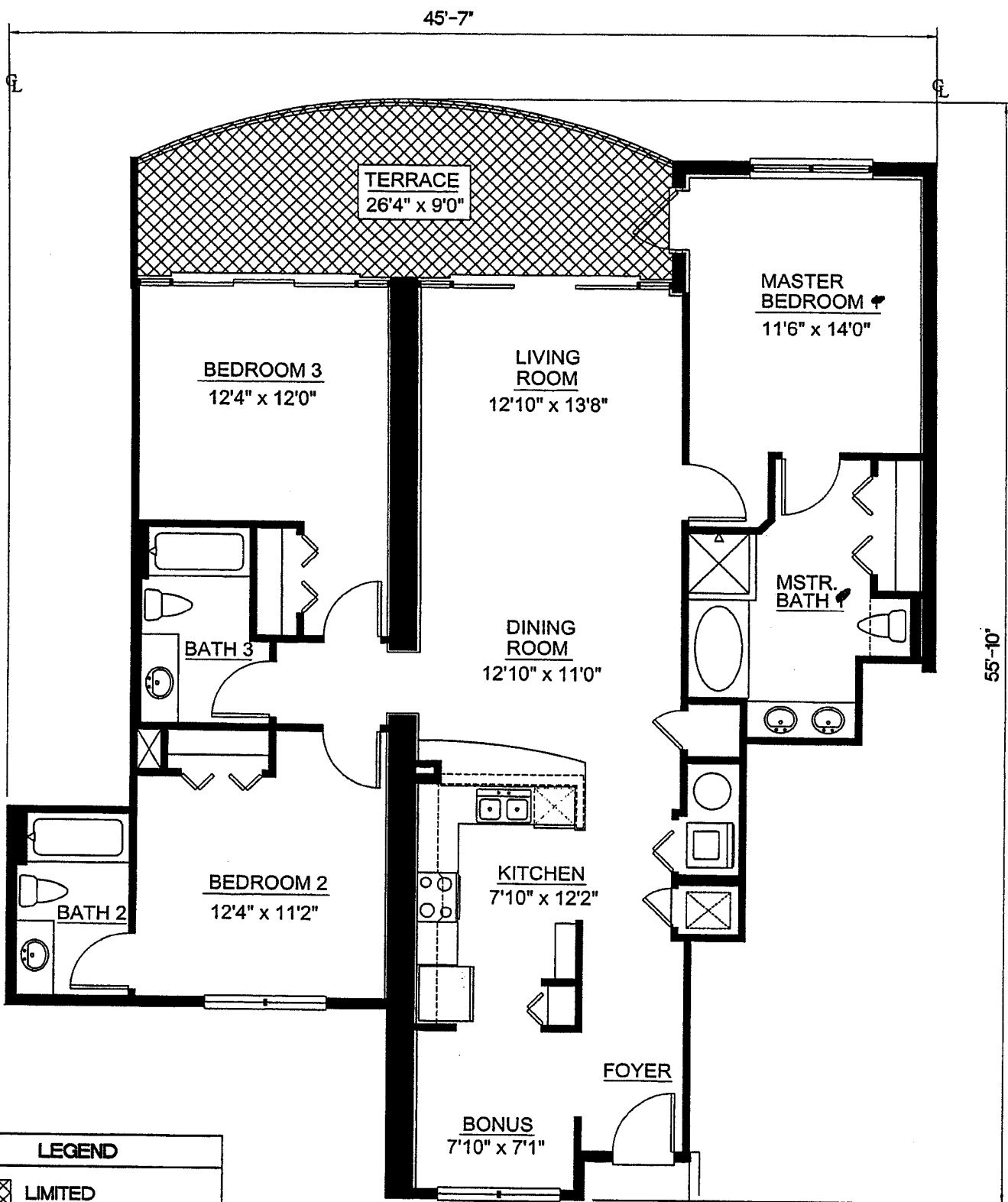
C.3 - FLOOR PLAN
MODIFIED UNIT #'s : 202 THRU 402



DATE:
10/07/04

Aqua, A Condominium



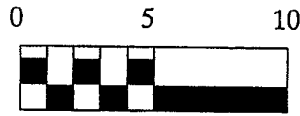


ALL IMPROVEMENTS
ARE PROPOSED

AREA CALCULATIONS	
LIVING	1,594 SQ.FT.
TERRACE	211 SQ.FT.
TOTAL	1,805 SQ.FT.

C.4 - FLOOR PLAN

UNIT #'s: 503 THRU 2303



UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

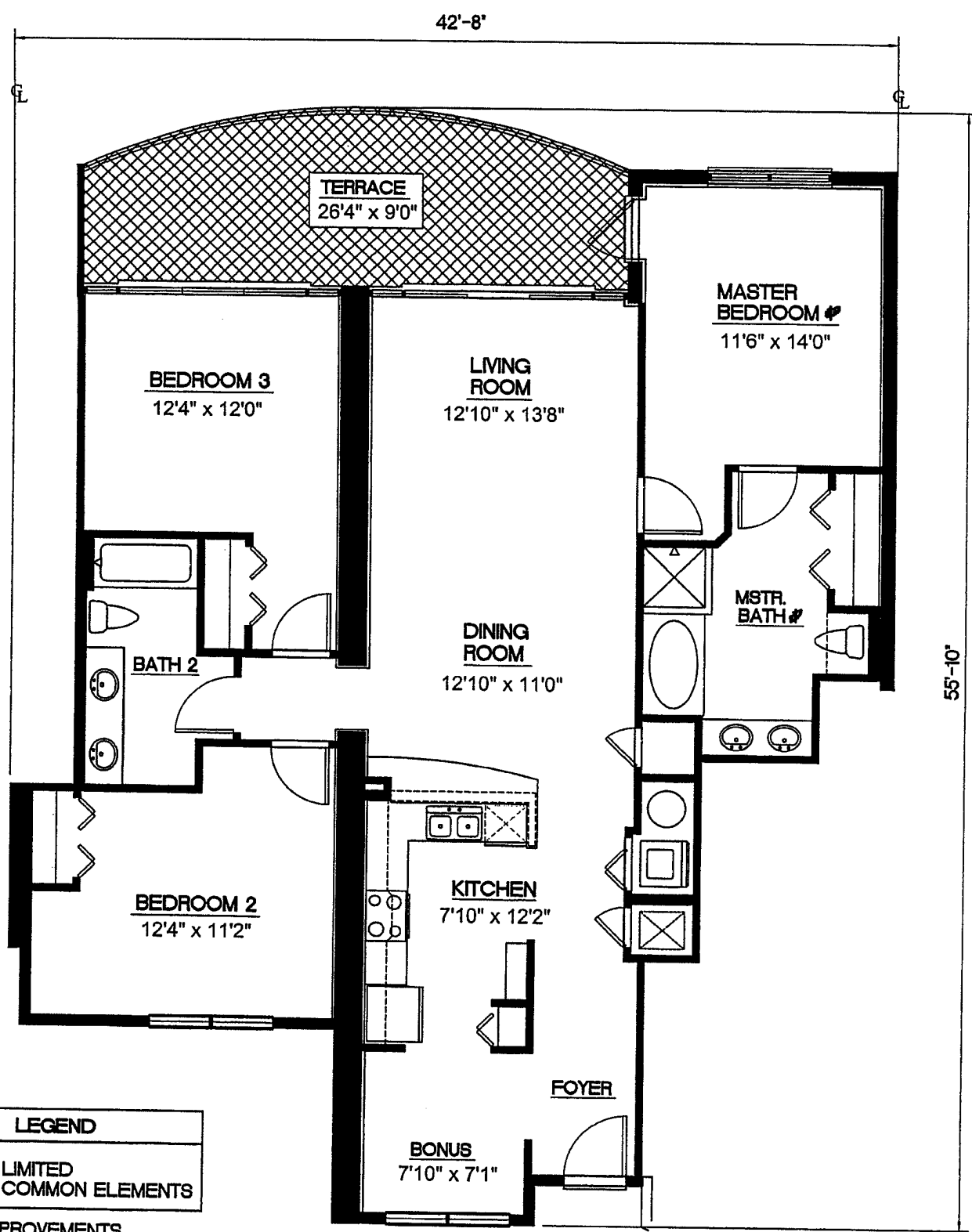
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

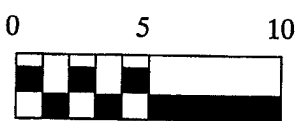
DATE:
10/07/04

Aqua, A Condominium





C.4 - FLOOR PLAN
MODIFIED UNIT #'s: 203, 403



UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

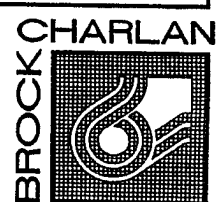
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

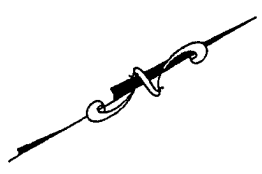
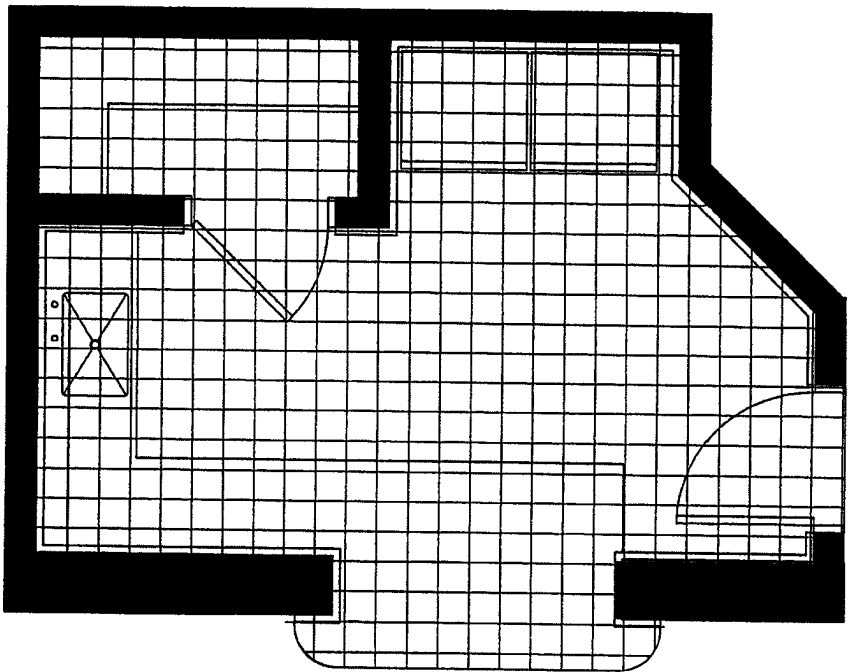
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDRY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

DATE:
10/07/04

Aqua, A Condominium





0 2.5 5 10



AREA CALCULATIONS

COMMERCIAL UNIT #1	236 SQ.FT
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UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.
LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.
THE PERIMETER BOUNDARY:
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.
APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

ALL IMPROVEMENTS ARE PROPOSED

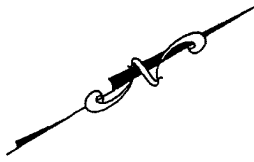
LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS
	COMMERCIAL UNITS 1, 2, 3, AND 4

COMMERCIAL UNIT #1

DATE: 10/07/04



Aqua, A Condominium



0 2.5 5 10

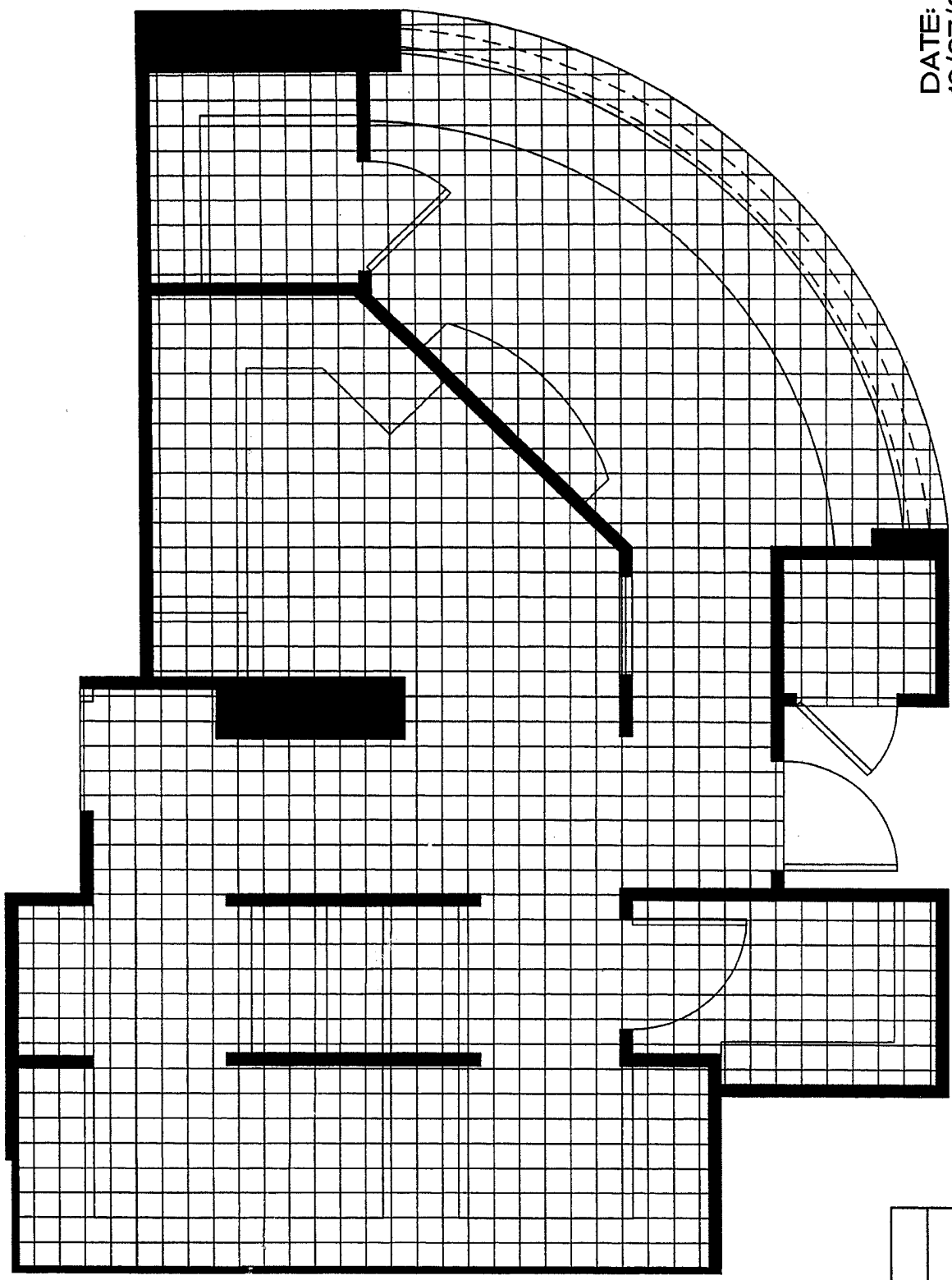


AREA CALCULATIONS	
COMMERCIAL UNIT #2	679 SQ.FT

UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.
LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.
THE PERIMETER BOUNDARY:
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.
APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING BUT NOT LIMITED TO WINDOWS AND DOORS, THE UNIT BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE EXTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREOF, SHALL BE INCLUDED IN THE BOUNDARIES.

ALL IMPROVEMENTS ARE PROPOSED

LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS
	COMMERCIAL UNITS 1, 2, 3, AND 4

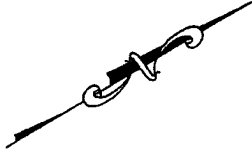


COMMERCIAL UNIT #2

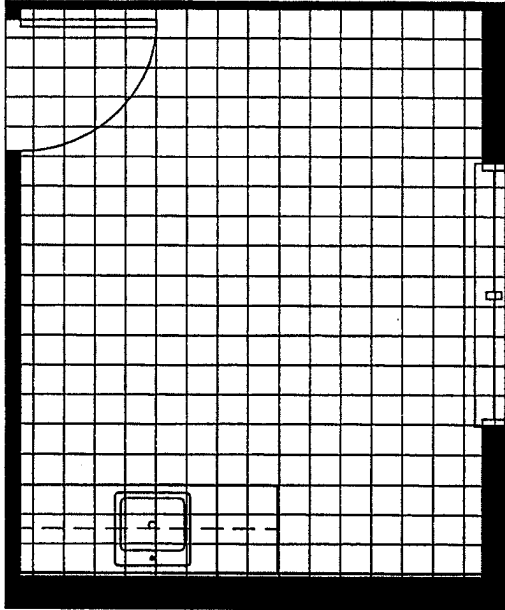
Aqua, A Condominium

DATE: 10/07/04





0 2.5 5 10



AREA CALCULATIONS		
COMMERCIAL UNIT #3	152	SQ.FT.

UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.
LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.
THE PERIMETER BOUNDARY:
(g) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.
(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.
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ALL IMPROVEMENTS
ARE PROPOSED

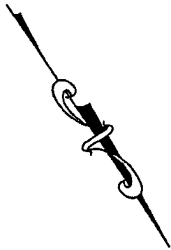
LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS
	COMMERCIAL UNITS 1, 2, 3, AND 4

COMMERCIAL UNIT #3

DATE:
10/07/04



Aqua, A Condominium



0 2.5 5 10



AREA CALCULATIONS

COMMERCIAL UNIT #4	200	SQ.FT.
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UPPER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED, UPPER SURFACE OF THE CONCRETE FLOOR.

THE PERIMETER BOUNDARY:

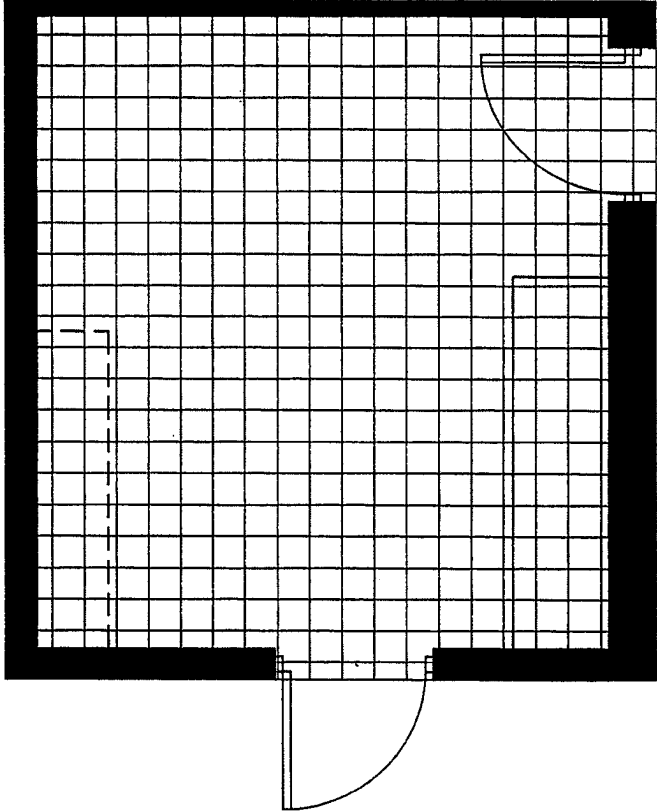
(a) EXTERIOR BUILDING WALLS: THE OUTSIDE FACE OF THE EXTERIOR WALL, EXCLUDING FINISH OR SHEATHING.

(b) INTERIOR DEMISING WALLS: THE VERTICAL PLANE OF THE CENTERLINE OF THESE INTERIOR WALLS.

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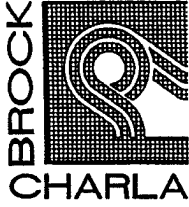
ALL IMPROVEMENTS
ARE PROPOSED

LEGEND	
	COMMON ELEMENTS
	LIMITED COMMON ELEMENTS
	COMMERCIAL UNITS 1, 2, 3, AND 4



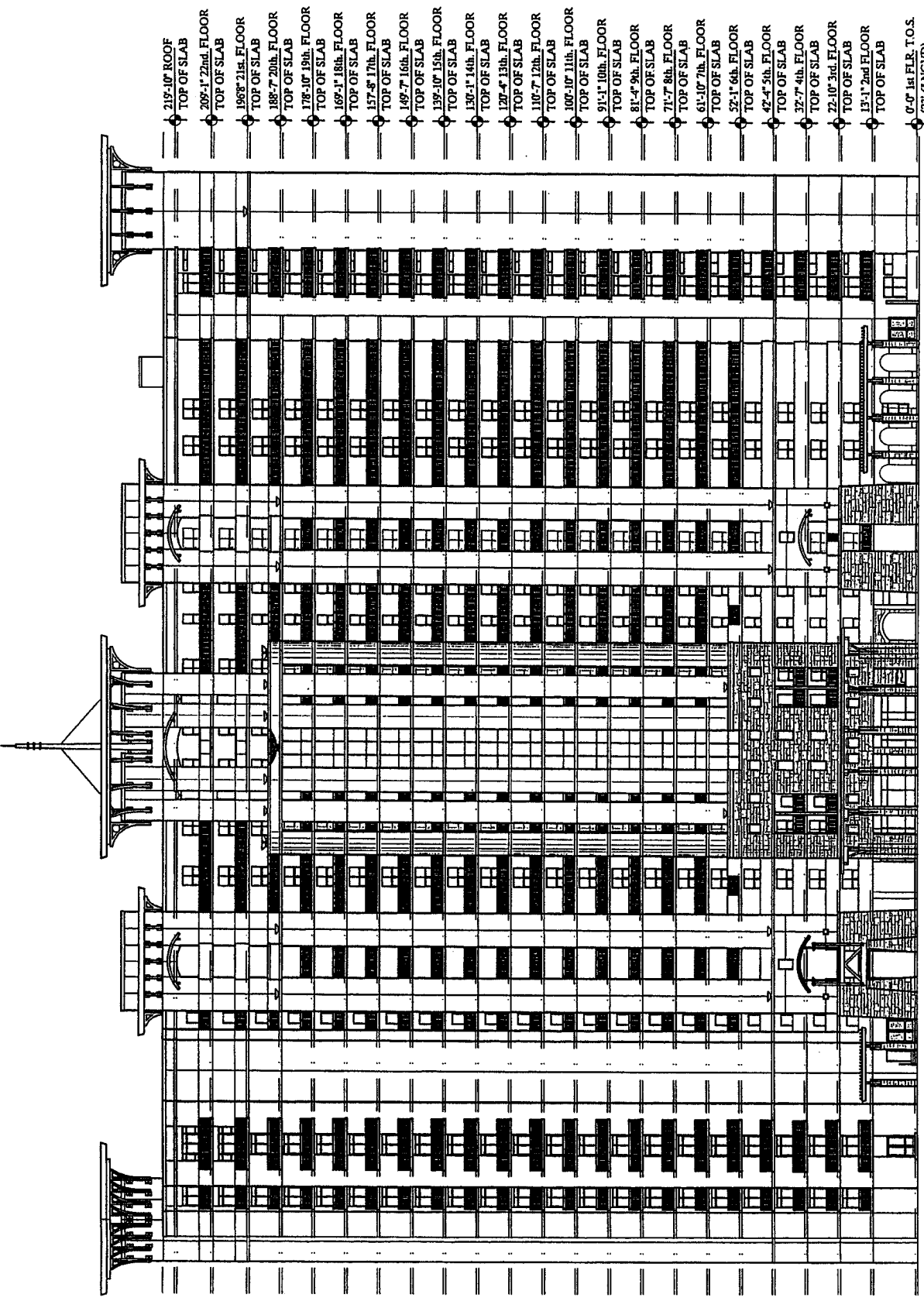
COMMERCIAL UNIT #4

DATE:
10/07/04



Aqua, A Condominium

AQUA ELEVATIONS

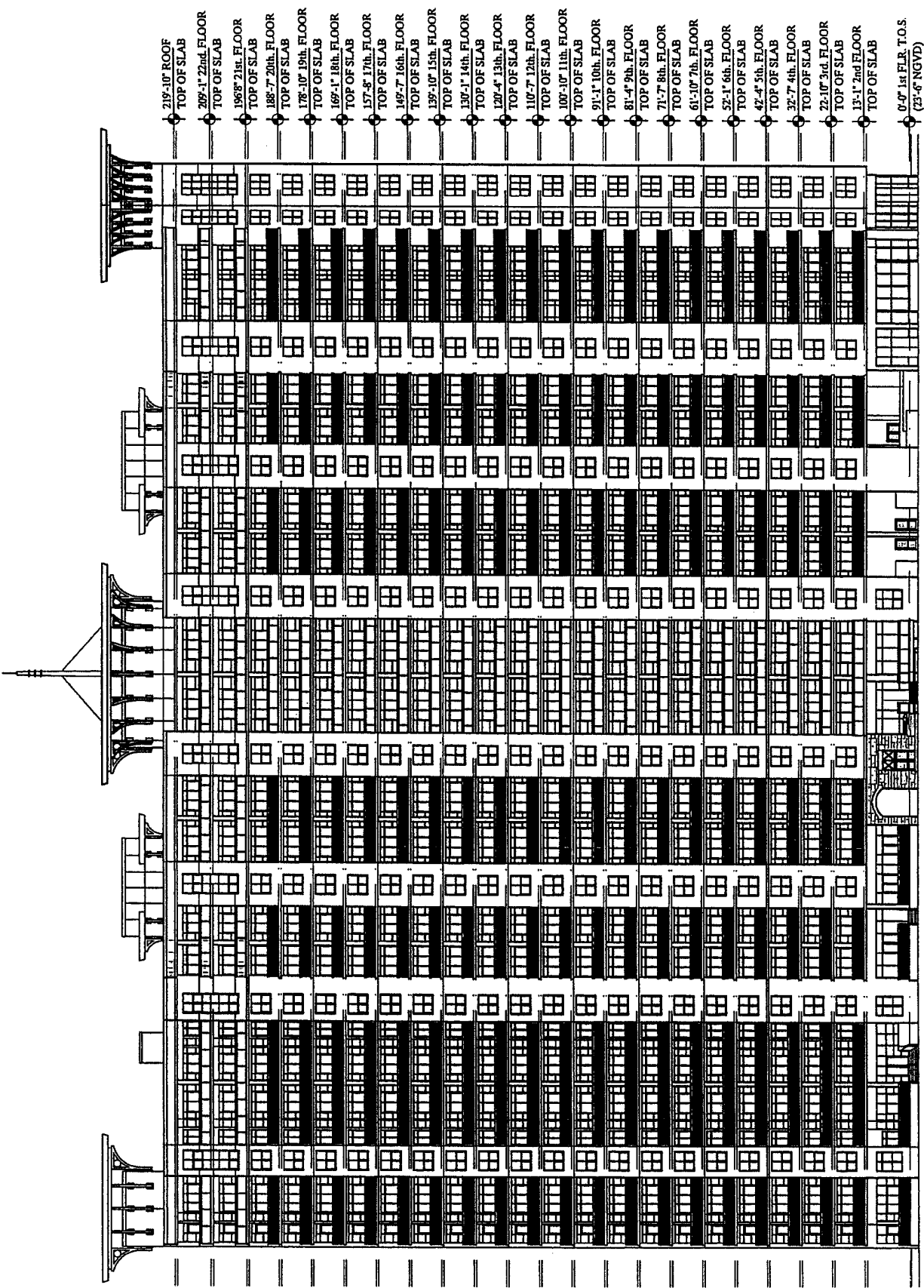


DATE:
10/07/04



NORTH ELEVATION

Aqua, A Condominium

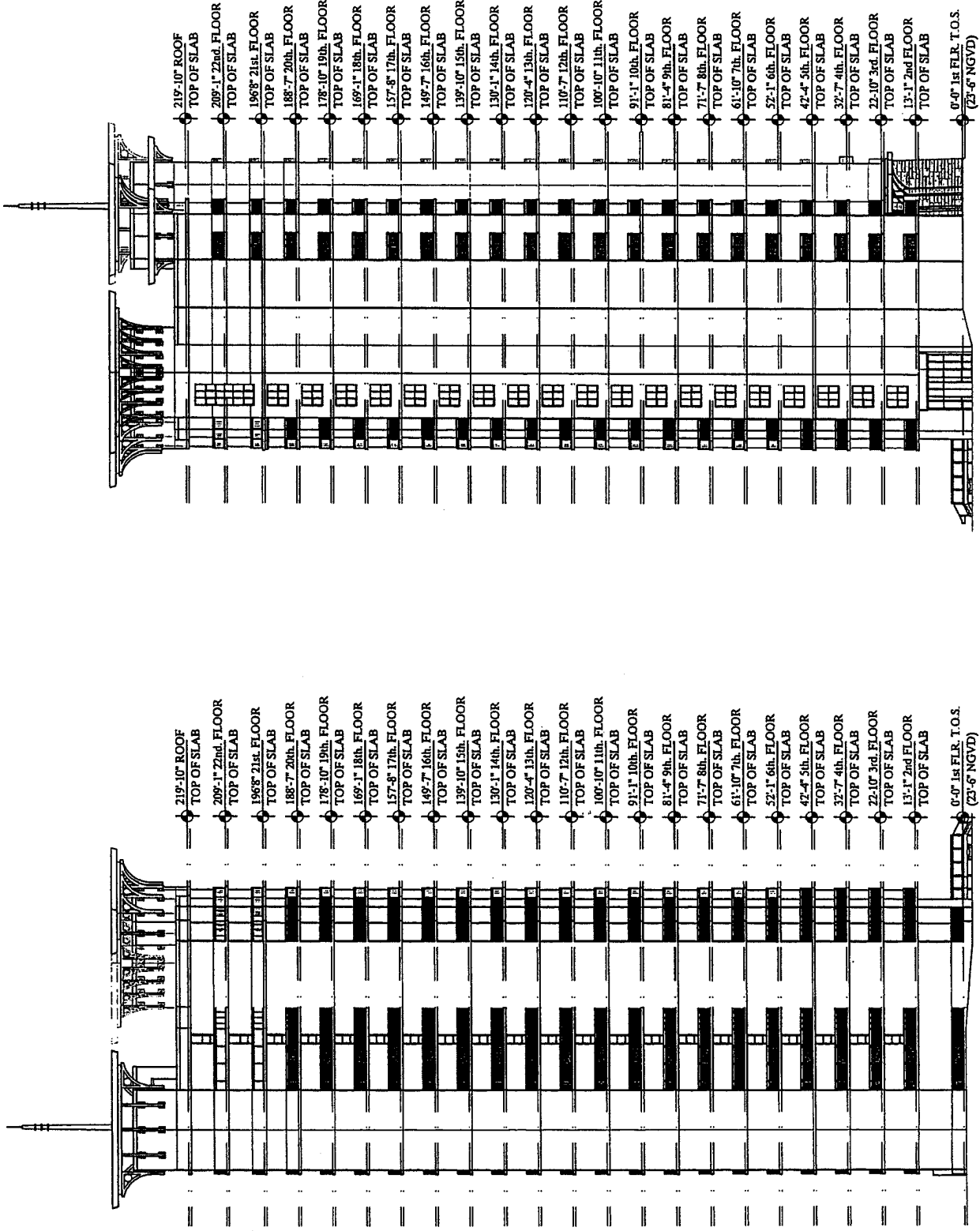


- 219'-10" ROOF
TOP OF SLAB
- 209'-1" 22nd FLOOR
TOP OF SLAB
- 198'-8" 21st FLOOR
TOP OF SLAB
- 188'-7" 20th FLOOR
TOP OF SLAB
- 178'-10" 19th FLOOR
TOP OF SLAB
- 169'-1" 18th FLOOR
TOP OF SLAB
- 157'-8" 17th FLOOR
TOP OF SLAB
- 149'-7" 16th FLOOR
TOP OF SLAB
- 139'-10" 15th FLOOR
TOP OF SLAB
- 130'-1" 14th FLOOR
TOP OF SLAB
- 120'-4" 13th FLOOR
TOP OF SLAB
- 110'-7" 12th FLOOR
TOP OF SLAB
- 100'-10" 11th FLOOR
TOP OF SLAB
- 91'-1" 10th FLOOR
TOP OF SLAB
- 81'-4" 9th FLOOR
TOP OF SLAB
- 71'-7" 8th FLOOR
TOP OF SLAB
- 61'-10" 7th FLOOR
TOP OF SLAB
- 52'-1" 6th FLOOR
TOP OF SLAB
- 42'-4" 5th FLOOR
TOP OF SLAB
- 32'-7" 4th FLOOR
TOP OF SLAB
- 22'-10" 3rd FLOOR
TOP OF SLAB
- 13'-1" 2nd FLOOR
TOP OF SLAB
- 0'-0" 1st FLOOR, T.O.S.
(23'-4" NGVD)

DATE:
10/07/04



SOUTH ELEVATION
Aqua, A Condominium



DATE:
10/07/04



Aqua, A Condominium

EXHIBIT "5"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM

PERCENTAGE OWNERSHIP AND SHARES IN COMMON ELEMENTS

AQUA Condominiums						
% Interest of Common Expenses						
Unit Type	Sq. Ft.	# Of Units	Total Sq. Ft.	% of Total per Unit		
A-1	1,010	21	21,210	0.3166%	x 21	6.6480%
A-2	1,017	22	22,374	0.3188%	x 22	7.0128%
A-3	1,104	21	23,184	0.3460%	x 21	7.2667%
B-1	1,273	21	26,733	0.3990%	x 21	8.3791%
B-2(West)	1,283	21	26,943	0.4021%	x 21	8.4449%
B-2(East)	1,283	21	26,943	0.4021%	x 21	8.4449%
B-3	1,368	22	30,096	0.4288%	x 22	9.4332%
B-4	1,475	1	1,475	0.4623%	x 1	0.4623%
C-1	1,823	21	38,283	0.5714%	x 21	11.9993%
C-2	1,569	21	32,949	0.4918%	x 21	10.3274%
C-3	1,716	18	30,888	0.5379%	x 18	9.6815%
C-3M	1,620	3	4,860	0.5078%	x 3	1.5233%
C-4	1,594	18	28,692	0.4996%	x 18	8.9931%
C-4M	1,573	2	3,146	0.4930%	x 2	0.9861%
Commercial Unit 1	236	1	236	0.0740%	x 1	0.0740%
Commercial Unit 2	679	1	679	0.2128%	x 1	0.2128%
Commercial Unit 3	152	1	152	0.0476%	x 1	0.0476%
Commercial Unit 4	200	1	200	0.0627%	x 1	0.0627%
		237	319,043			100.0000%

EXHIBIT "6"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM
MONTHLY ASSESSMENT FOR EACH UNIT TYPE

UNIT ASSESSMENT SCHEDULE

AQUA - ASSESSMENTS PER UNIT

	<u>Sq. Ft.</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Yearly</u>
Assessments per Unit With Reserves				
A-1	1,010	\$352	\$1056	\$4224
A-2	1,017	\$354	\$1062	\$4248
A-3	1,104	\$384	\$1152	\$4608
B-1	1,273	\$443	\$1329	\$5316
B-2(West)	1,283	\$447	\$1341	\$5364
B-2(East)	1,283	\$447	\$1341	\$5364
B-3	1,368	\$476	\$1428	\$5712
B-4	1,475	\$513	\$1539	\$6156
C-1	1,823	\$634	\$1902	\$7608
C-2	1,569	\$546	\$1638	\$6552
C-3	1,716	\$597	\$1791	\$7164
C-3M	1,620	\$564	\$1692	\$6768
C-4	1,594	\$555	\$1665	\$6660
C-4M	1,573	\$547	\$1641	\$6564
Commercial Unit 1	236	\$82	\$246	\$984
Commercial Unit 2	679	\$236	\$708	\$2832
Commercial Unit 3	152	\$53	\$159	\$636
Commercial Unit 4	200	\$70	\$210	\$840

	<u>Sq. Ft.</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Yearly</u>
Assessments per Unit Without Reserves				
A-1	1,010	\$299	\$897	\$3588
A-2	1,017	\$301	\$903	\$3612
A-3	1,104	\$327	\$981	\$3924
B-1	1,273	\$377	\$1131	\$4524
B-2(West)	1,283	\$379	\$1137	\$4548
B-2(East)	1,283	\$379	\$1137	\$4548
B-3	1,368	\$405	\$1215	\$4860
B-4	1,475	\$436	\$1308	\$5232
C-1	1,823	\$539	\$1617	\$6468
C-2	1,569	\$464	\$1392	\$5568
C-3	1,716	\$505	\$1515	\$6060
C-3M	1,620	\$479	\$1437	\$5748
C-4	1,594	\$471	\$1413	\$5652
C-4M	1,573	\$465	\$1395	\$5580
Commercial Unit 1	236	\$70	\$210	\$840
Commercial Unit 2	679	\$201	\$603	\$2412
Commercial Unit 3	152	\$45	\$135	\$540
Commercial Unit 4	200	\$59	\$177	\$708

EXHIBIT "7"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM
CERTIFICATE OF SURVEYOR AND MAPPER

AQUA, A CONDOMINIUM


A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST
BAY COUNTY, FLORIDA

PREPARED BY

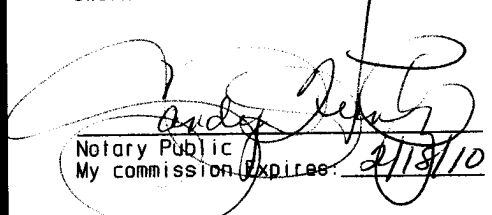
BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET PANAMA CITY, FLORIDA 32401 PHONE (850)763-7427 FAX (850)784-2120

SURVEYOR'S CERTIFICATE

I, W. Todd Tindell (Registered Land Surveyor No. 4958, State of Florida), a surveyor authorized to practice in the State of Florida, on behalf of Buchanan & Harper, Inc., hereby certify that the construction of the improvements described in Exhibit 4 of the Declaration of Condominium of Aqua, a Condominium, as shown on the attachments hereto, consisting of 86 pages is substantially complete so that these materials, together with the provisions of the Declaration relating to matters at survey describing the condominium property are accurate representations of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from these materials and that the improvements, including but not limited to, landscaping, utility services and access to the unit and common element facilities have been substantially completed.


W. Todd Tindell
Registered Land Surveyor No. 4958
State of Florida

Sworn to and subscribed before me this 07 day of June, 2007.


Notary Public
My commission expires: 2/18/10



: SHEET INDEX :

SHEET NO.	DESCRIPTION
	COVER SHEET
	INDEX SHEET
SI-SII	LEGAL DESCRIPTIONS AND BOUNDARY SURVEY
1	UNIT DESIGNATIONS - NORTH BUILDING PROFILE
2	SOUTH BUILDING PROFILE
3	PARKING GARAGE WEST BUILDING PROFILE
4	COMMERCIAL UNITS 1,2,& 3 KEY PLAN - GROUND FLOOR
5	COMMERCIAL UNIT 1 DETAIL
6	COMMERCIAL UNIT 2 DETAIL
7	COMMERCIAL UNIT 3 DETAIL
8	1ST LEVEL PARKING KEYPLAN - COMMERCIAL UNIT 4
9	COMMERCIAL UNIT 4 DETAIL
10	GROUND FLOOR PLAN
11	GROUND FLOOR COMMON ELEMENTS - DETAIL A
12	GROUND FLOOR COMMON ELEMENTS - DETAIL B
13	GROUND FLOOR COMMON ELEMENTS - DETAIL C
14	2ND FLOOR PLAN
15	2ND FLOOR COMMON ELEMENTS - DETAIL D
16	2ND FLOOR COMMON ELEMENTS - DETAIL E
17	2ND FLOOR COMMON ELEMENTS - DETAIL F
18	3RD FLOOR PLAN
19	3RD FLOOR COMMON ELEMENTS - DETAIL G
20	3RD FLOOR COMMON ELEMENTS - DETAIL H
21	3RD FLOOR COMMON ELEMENTS - DETAIL I
22	4TH FLOOR PLAN
23	4TH FLOOR COMMON ELEMENTS - DETAIL J
24	4TH FLOOR COMMON ELEMENTS - DETAIL K
25	4TH FLOOR COMMON ELEMENTS - DETAIL L
26	5TH - 23RD FLOOR PLAN (13TH FLOOR INTENTIONALLY OMITTED)
27	5TH - 23RD FLOOR COMMON ELEMENTS - DETAIL M
28	5TH - 23RD FLOOR COMMON ELEMENTS - DETAIL N
29	5TH - 23RD FLOOR COMMON ELEMENTS - DETAIL O
30	ROOF PLAN
31	UNIT TYPE A.1 FLOOR PLAN
32	UNIT TYPE A.2 FLOOR PLAN
33	UNIT TYPE A.3 FLOOR PLAN
34	UNIT TYPE B.1 FLOOR PLAN
35	UNIT TYPE B.2 EAST FLOOR PLAN
36	UNIT TYPE B.2 WEST FLOOR PLAN
37	UNIT TYPE B.3 FLOOR PLAN
38	UNIT TYPE B.4 FLOOR PLAN
39	UNIT TYPE C.1 FLOOR PLAN
40	UNIT TYPE C.2 FLOOR PLAN
41	UNIT TYPE C.3 FLOOR PLAN
42	UNIT TYPE C.3 MODIFIED FLOOR PLAN
43	UNIT TYPE C.4 FLOOR PLAN
44	UNIT TYPE C.4 MODIFIED FLOOR PLAN
45	BASEMENT LEVEL PARKING COMMON ELEMENTS
46	BASEMENT LEVEL PARKING - DETAIL AA
47	BASEMENT LEVEL PARKING - DETAIL BB
48	BASEMENT LEVEL PARKING - DETAIL CC
49	BASEMENT LEVEL PARKING - DETAIL DD
50	1ST LEVEL PARKING COMMON ELEMENTS
51	1ST LEVEL PARKING - DETAIL EE
52	1ST LEVEL PARKING - DETAIL FF
53	1ST LEVEL PARKING - DETAIL GG
54	1ST LEVEL PARKING - DETAIL HH
55	2ND LEVEL PARKING COMMON ELEMENTS
56	2ND LEVEL PARKING - DETAIL II
57	2ND LEVEL PARKING - DETAIL JJ
58	2ND LEVEL PARKING - DETAIL KK
59	2ND LEVEL PARKING - DETAIL LL
60	3RD LEVEL PARKING COMMON ELEMENTS
61	3RD LEVEL PARKING - DETAIL MM
62	3RD LEVEL PARKING - DETAIL NN
63	3RD LEVEL PARKING - DETAIL OO
64	3RD LEVEL PARKING - DETAIL PP
65	4TH LEVEL PARKING COMMON ELEMENTS
66	4TH LEVEL PARKING - DETAIL QQ
67	4TH LEVEL PARKING - DETAIL RR
68	4TH LEVEL PARKING - DETAIL SS
69	4TH LEVEL PARKING - DETAIL TT
70	5TH LEVEL PARKING COMMON ELEMENTS
71	5TH LEVEL PARKING - DETAIL UU
72	5TH LEVEL PARKING - DETAIL VV
73	5TH LEVEL PARKING - DETAIL WW
74	5TH LEVEL PARKING - DETAIL XX

DESCRIPTION OF PARCEL 1: LOTS ONE (1), TWO (2), FOURTEEN (14), FIFTEEN (15) AND SIXTEEN (16), BLOCK A, EDGEWATER BEACH, ACCORDING TO PLAT ON FILE IN PLAT BOOK 2, PAGE 7, PUBLIC RECORDS OF BAY COUNTY, FLORIDA. TOGETHER WITH 1/2 OF ABANDONED STREET, FORMERLY KNOWN AS BULLOCK STREET LYING PARALLEL AND CONTIGUOUS TO LOT 14, BLOCK A, EDGEWATER BEACH.

DESCRIPTION OF PARCELS 2, 3, 4 AND 5: COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. THENCE WEST FOR 3090 FEET; THENCE SOUTH 01 DEGREE 56 MINUTES 44 SECONDS WEST FOR 2630 FEET TO THE SOUTHEAST CORNER OF LOT 1, F.A. BLACK'S ORIGINAL PLAT, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 36 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE CONTINUE SOUTH 01 DEGREE 56 MINUTES 44 SECONDS WEST ALONG THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 1 FOR 95.36 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98, SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND 33 FEET FROM THE CENTERLINE; THENCE SOUTH 58 DEGREES 33 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 269.90 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 349, PAGE 398 FOR THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 58 DEGREES 33 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 233.75 FEET TO THE WEST LINE OF GOVERNMENT LOT 3, ACCORDING TO THE PLAT OF EDGEWATER BEACH, RECORDED IN PLAT BOOK 2, PAGE 7 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE SOUTH 01 DEGREE 22 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE FOR 19.64 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98, SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND 50 FEET FROM THE CENTERLINE; THENCE SOUTH 58 DEGREES 33 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 100.00 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 38 SECONDS WEST FOR 239.64 FEET TO THE MEAN HIGH WATER / EROSION CONTROL LINE APPROVED MAY 26, 1998; THENCE NORTH 57 DEGREES 47 MINUTES 54 SECONDS WEST ALONG SAID MEAN HIGH WATER / EROSION CONTROL LINE FOR 368.11 FEET TO THE WEST LINE OF THE PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 226, PAGE 29; THENCE NORTH 01 DEGREE 56 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE FOR 166.98 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 349, PAGE 398; THENCE NORTH 21 DEGREES 14 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE FOR 75.39 FEET TO THE POINT OF BEGINNING.

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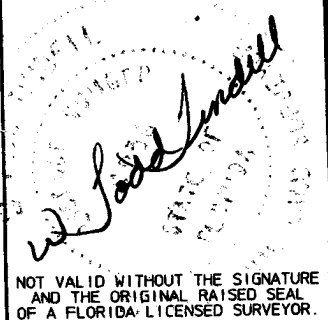
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

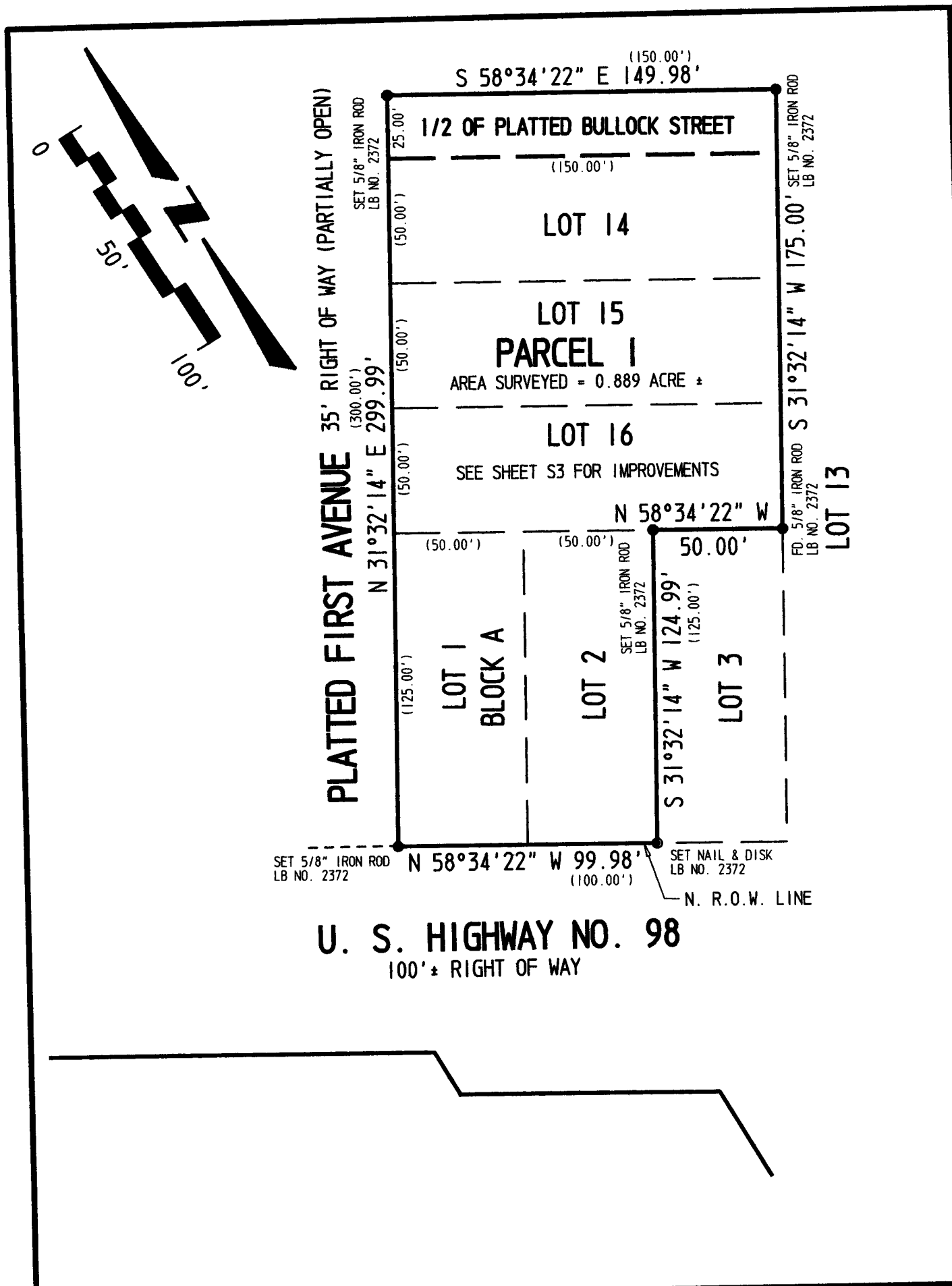
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>N/A</u>
SURVEYED	<u>5-25-07</u>	DRAWN	<u>6-5-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>COMMONWEALTH LAND TITLE INSURANCE COMPANY ORDER NO. 30202793CA</u>				
BEARING REFERENCE	<u>ASSUMED S 58°33'23" E ON SOUTHWEST R.O.W LINE OF U.S. HIGHWAY NO. 98</u>				
ELEVATION REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76'</u>				
F.B.	<u>890</u>	PA.	<u>65</u>	JOB NO.	<u>9471</u>
				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>SI OF 11</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.





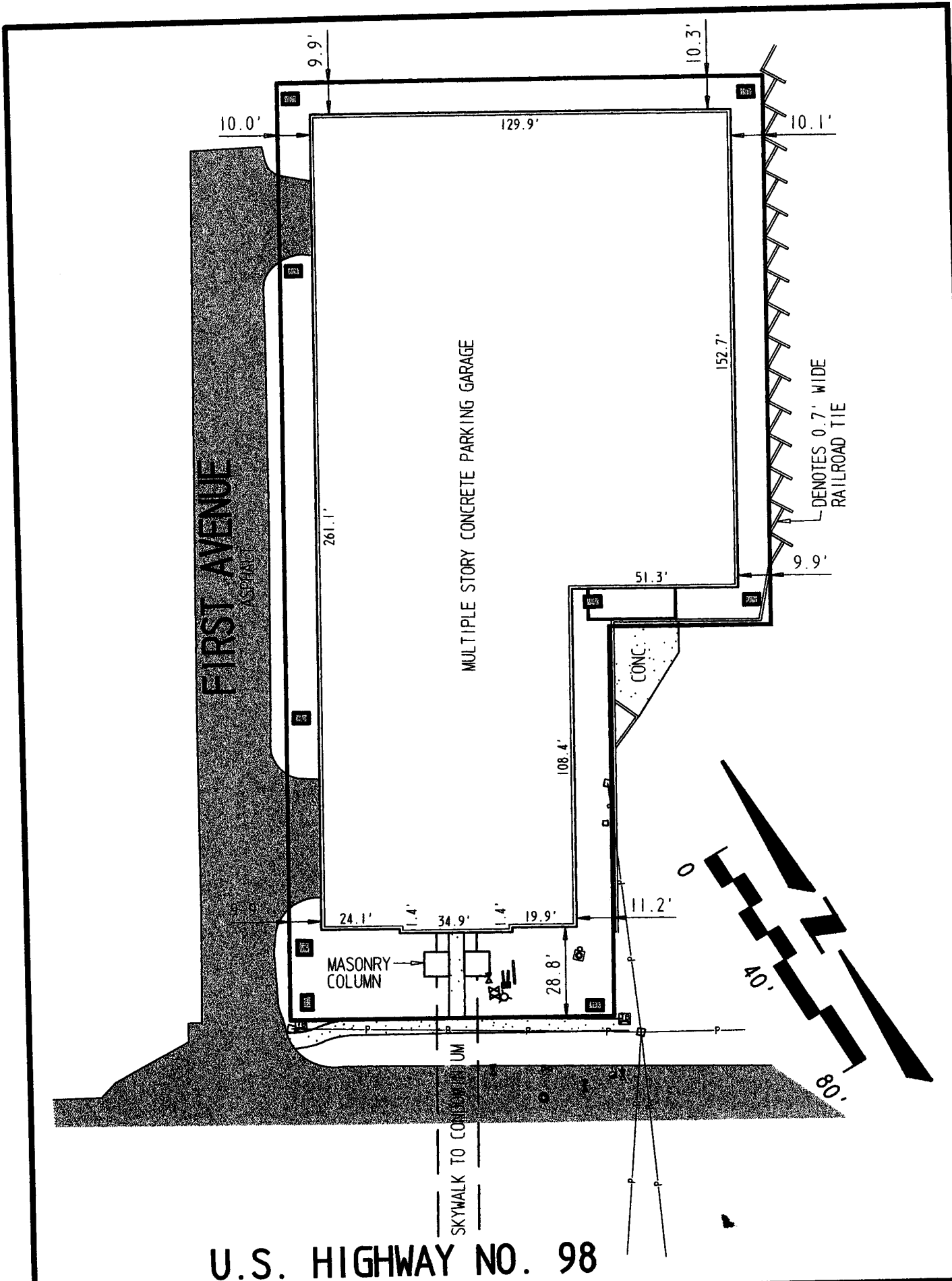
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PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>1" = 50'</u>
SURVEYED	<u>5-25-07</u>	DRAWN	<u>6-5-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
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				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>S2 OF 11</u>

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U.S. HIGHWAY NO. 98

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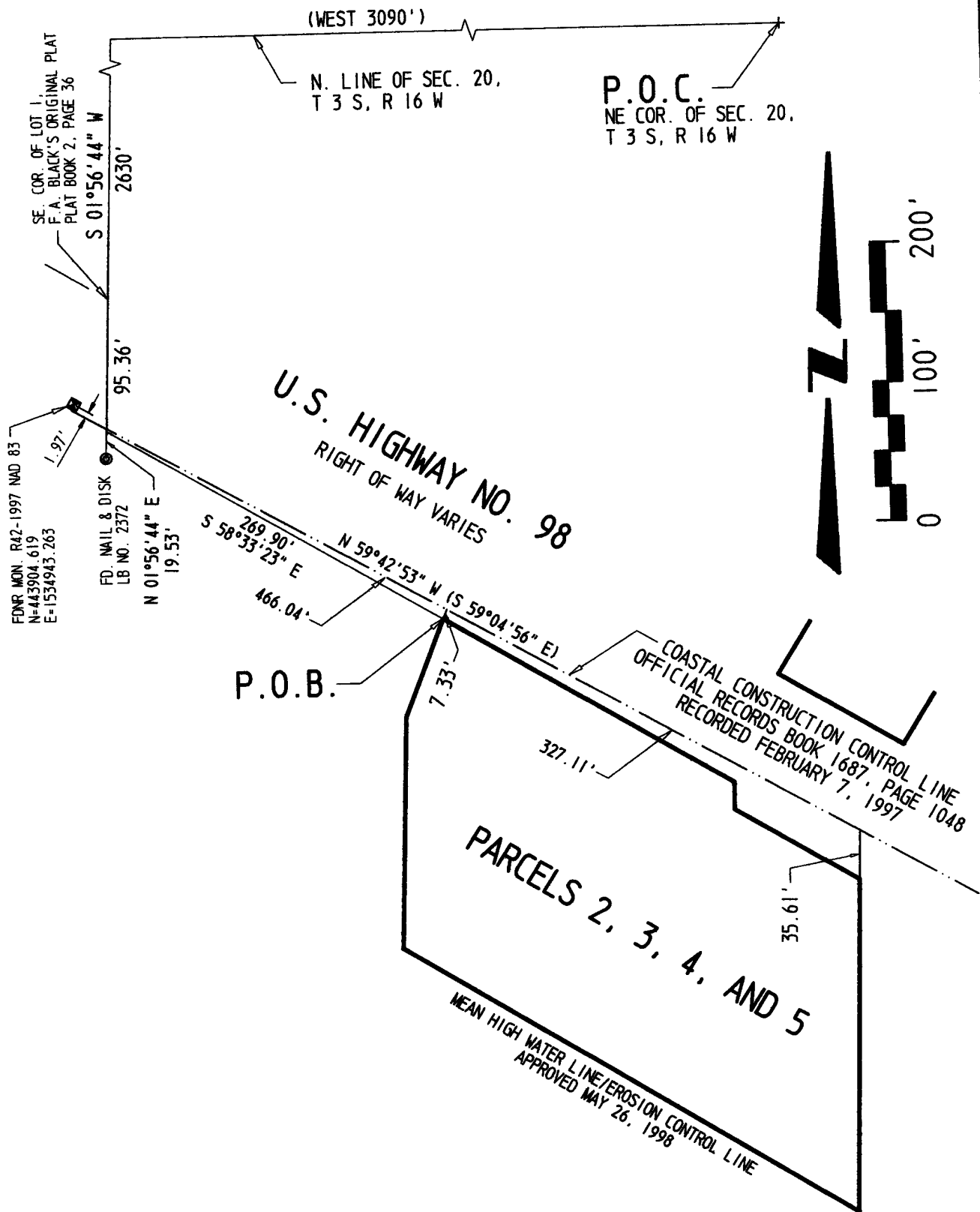
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PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>1" = 40'</u>
SURVEYED	<u>5-25-07</u>	DRAWN	<u>6-5-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>COMMONWEALTH LAND TITLE INSURANCE COMPANY ORDER NO. 30202793CA</u>				
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F.B.	<u>890</u>	PA.	<u>65</u>	JOB NO.	<u>9471</u>
				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>S3 OF 11</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

W. Todd Tindell



DETAIL OF TIE FROM P.O.C. TO P.O.B AND COASTAL CONSTRUCTION CONTROL LINE

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CERTIFICATE OF AUTHORIZATION NUMBER: 2372

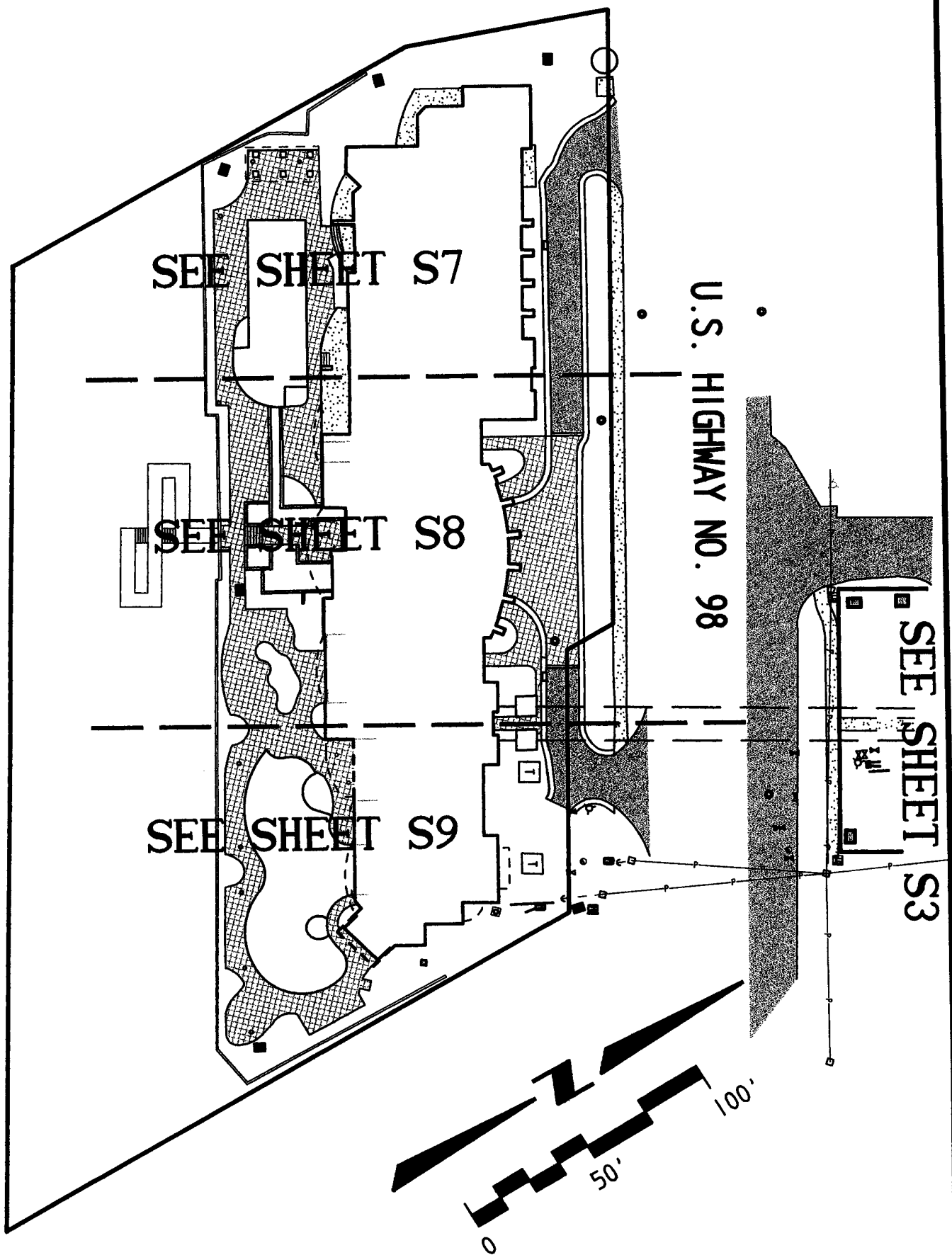
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PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>1" = 100'</u>
SURVEYED	<u>5-25-07</u>	DRAWN	<u>6-5-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
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SOURCE OF INFORMATION	<u>COMMONWEALTH LAND TITLE INSURANCE COMPANY ORDER NO. 30202793CA</u>				
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				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>S4 OF 11</u>

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AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.

HP FILE: 9471 LAYER CODE: C2-



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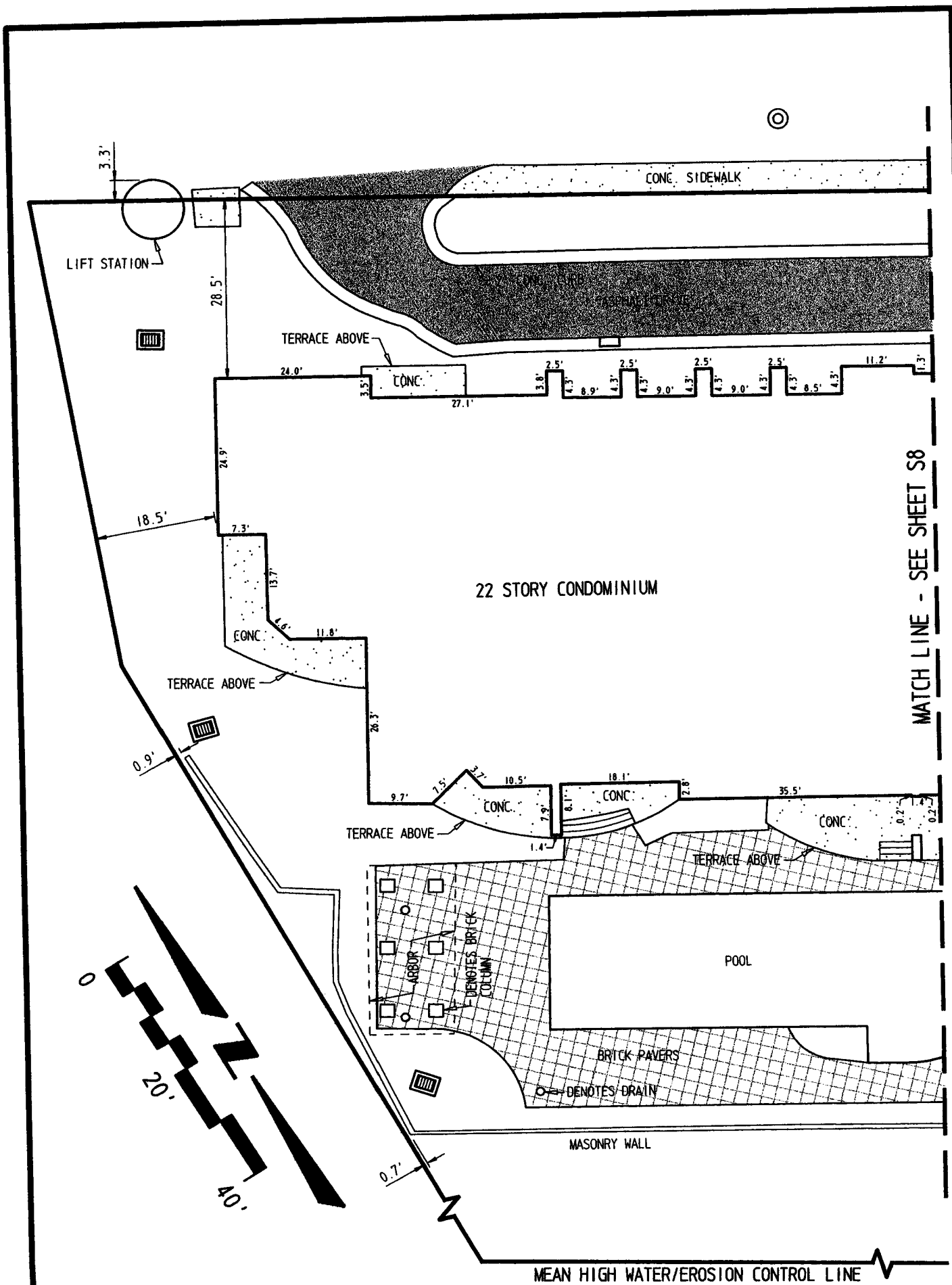
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PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>1" = 50'</u>
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REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>COMMONWEALTH LAND TITLE INSURANCE COMPANY ORDER NO. 30202793CA</u>				
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				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>S6 OF 11</u>

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W. Todd Tindell



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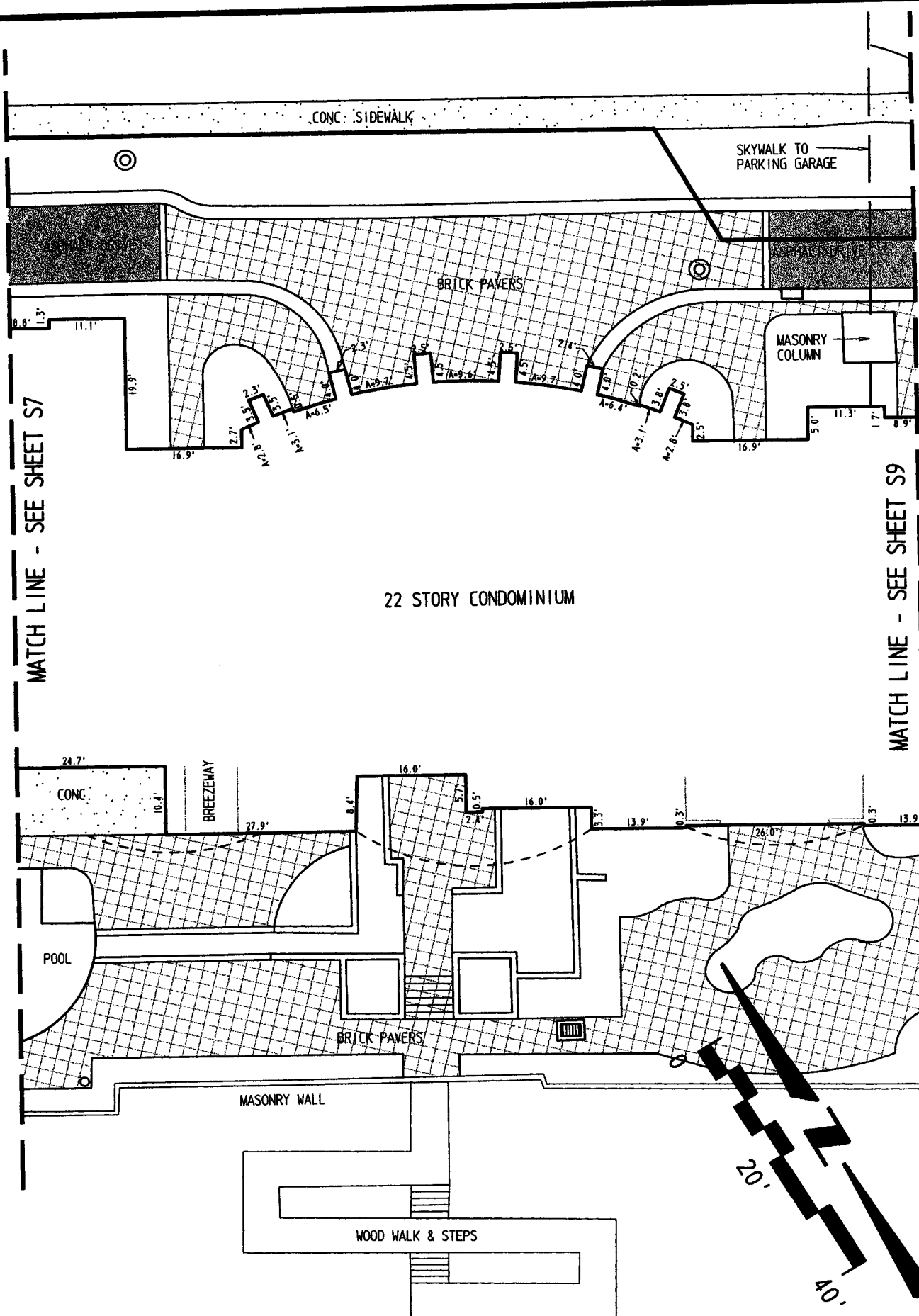
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PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>1" = 20'</u>
SURVEYED	<u>5-25-07</u>	DRAWN	<u>6-5-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
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				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>S7 OF 11</u>

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W. Todd Tindell

**BUCHANAN & HARPER, INC.**

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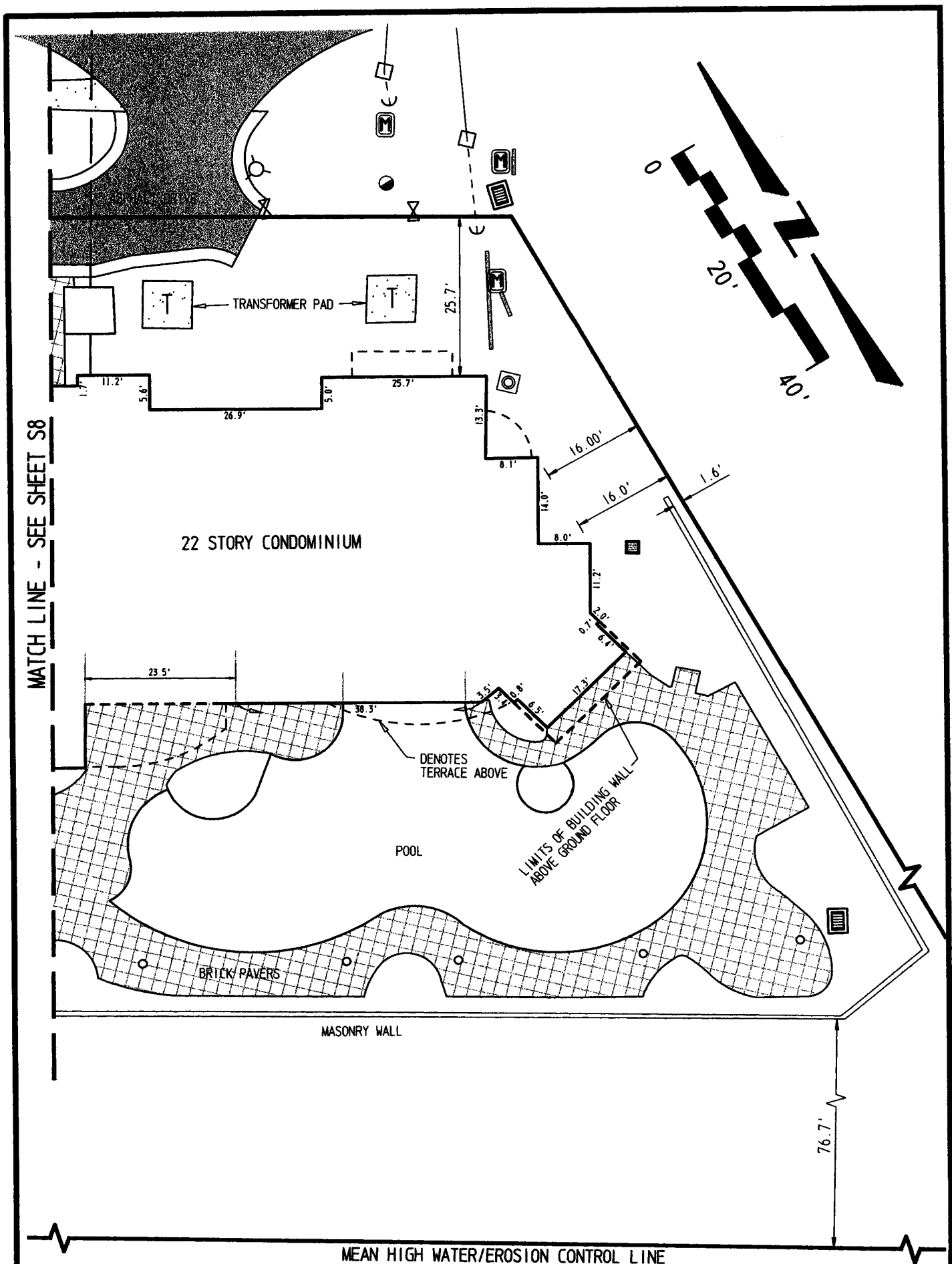
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				SHEET NO.	<u>S8 OF 11</u>

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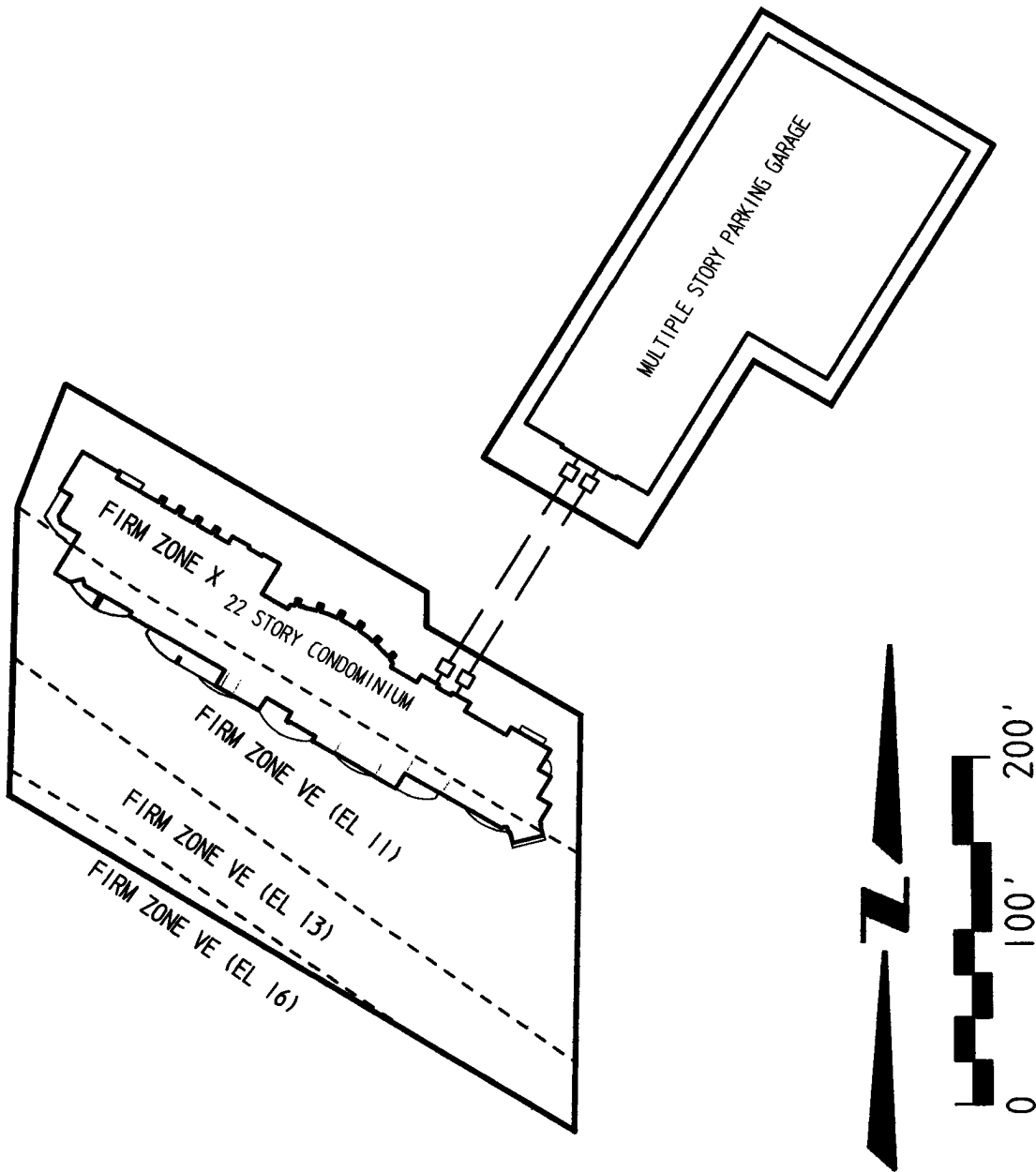


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				SHEET NO.	<u>S9 OF 11</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



FLOOD ZONE DETAIL

A REVIEW OF THE FLOOD INSURANCE RATE MAP FOR BAY COUNTY, FLORIDA, AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 120013 0303 G, EFFECTIVE DATE: SEPTEMBER 18, 2002, INDICATES THAT THE PROPERTY SHOWN HEREON IS WITHIN ZONES X, VE (EL 11), VE (EL 13) AND VE (EL 16) AS INDICATED.

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PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>1" = 100'</u>
SURVEYED	<u>5-25-07</u>	DRAWN	<u>6-5-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
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				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>S10 OF 11</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

SYMBOLS AND ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
N	NORTH
E	EAST
S	SOUTH
W	WEST
SEC.	SECTION
T	TOWNSHIP OR TANGENT
R	RANGE
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
FD.	FOUND
COR.	CORNER
LS	LAND SURVEYOR
LB	LAND SURVEYOR BUSINESS
NO.	NUMBER
I.D.	IDENTIFICATION
CONC.	CONCRETE
CL	CENTERLINE
R.O.W.	RIGHT OF WAY
FIRM	FLOOD INSURANCE RATE MAP
±	MORE OR LESS
ORB	OFFICIAL RECORDS BOOK
PA.	PAGE
D.O.T.	DEPARTMENT OF TRANSPORTATION
-P-	AERIAL UTILITY LINES

◇	POWER POLE
↙	GUY ANCHOR
⋈	WATER VALVE
Ⓜ	WATER METER
⦿	FIRE HYDRANT
—	BACKFLOW PREVENTER
Ⓜ	STORMWATER INLET
○	STORMWATER DRAIN
Ⓜ	CURB INLET
⦿	SANITARY MANHOLE
◇	CLEANOUT
⋈	GAS VALVE
●	GAS STUBOUT
Ⓜ	TELEPHONE BOX

LOCATIONS OF SUBSURFACE FOUNDATIONS HAVE NOT BEEN DETERMINED AND ARE NOT INDICATED HEREON.

A COMPARISON BETWEEN RECORDED DIRECTIONS AND DISTANCES WITH FIELD MEASURED DIRECTIONS AND DISTANCES HAS BEEN MADE. WHERE THEY VARY THE RECORD AND/OR PLAT DIRECTIONS AND DISTANCES ARE SHOWN IN PARENTHESIS.

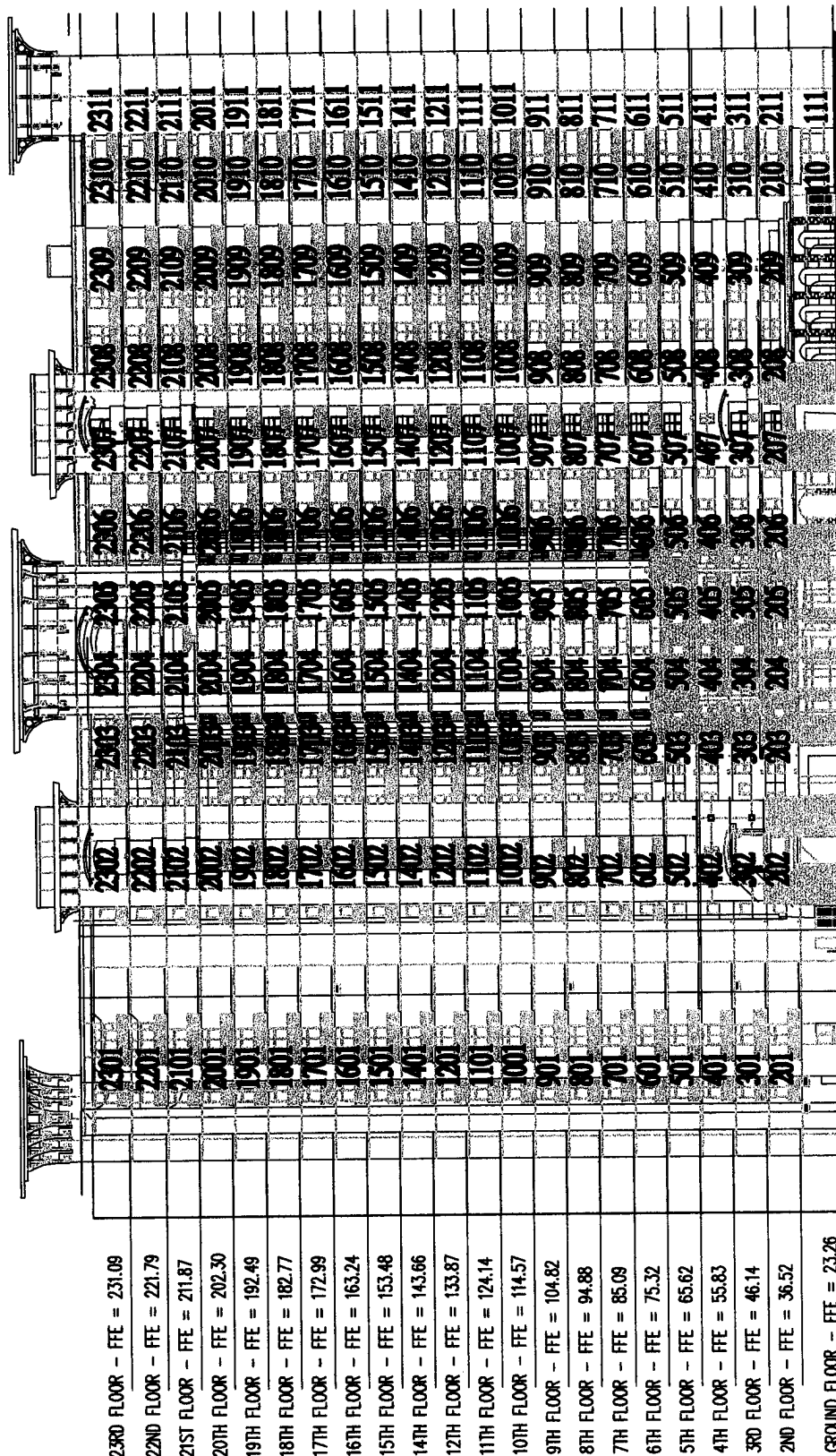
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735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	<u>BOUNDARY SURVEY</u>			SCALE	<u>N/A</u>
SURVEYED	<u>5-25-07</u>	DRAWN	<u>6-5-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>COMMONWEALTH LAND TITLE INSURANCE COMPANY ORDER NO. 30202793CA</u>				
BEARING REFERENCE	<u>ASSUMED S 58°33'23" E ON SOUTHWEST R.O.W LINE OF U.S. HIGHWAY NO. 98</u>				
ELEVATION REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76'</u>				
F.B.	<u>890</u>	PA.	<u>65</u>	JOB NO.	<u>9471</u>
				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>11 OF 11</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

AQUA CONDOMINIUM UNIT DESIGNATIONS - NORTH BUILDING PROFILE



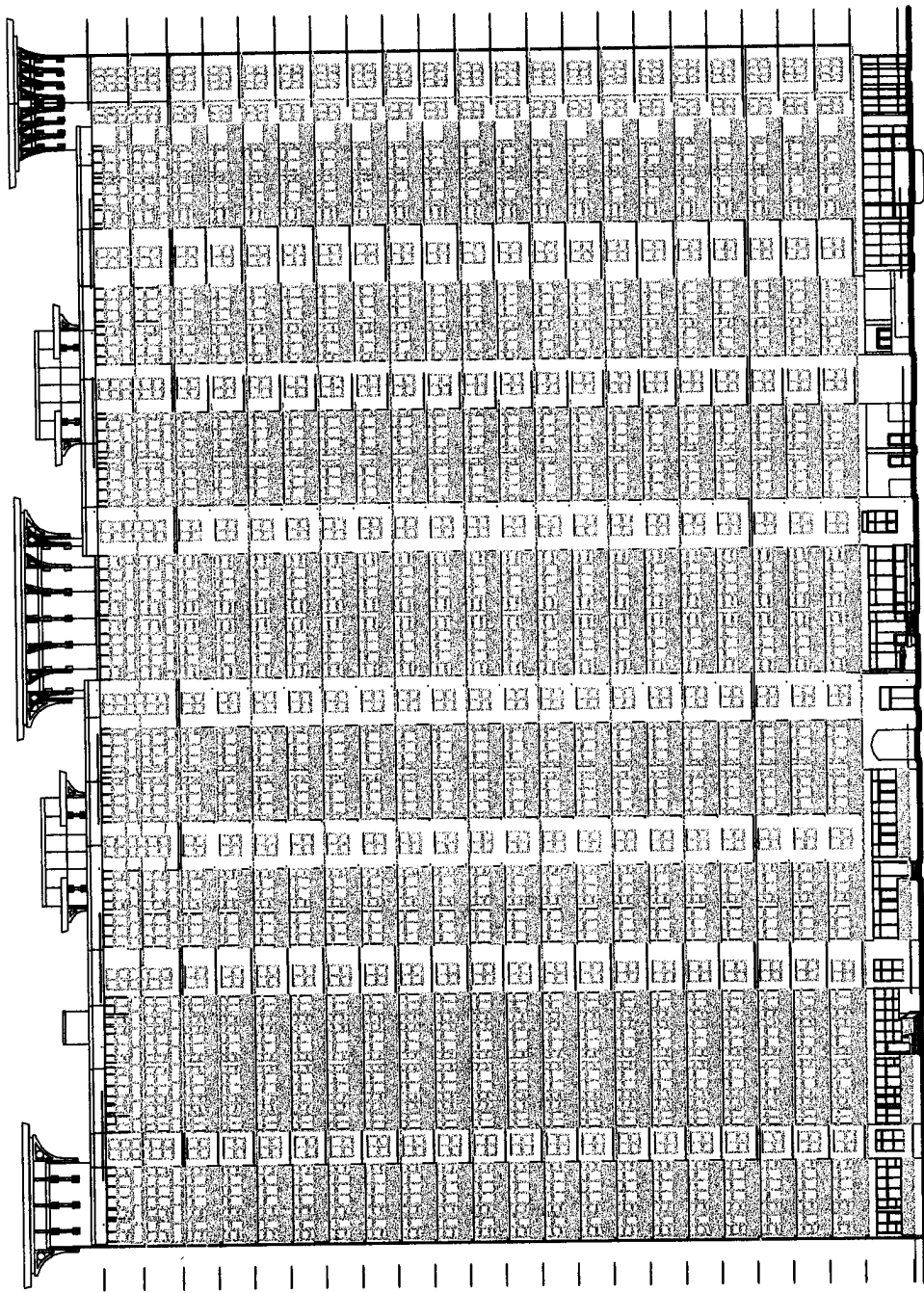
NOTE: 13TH FLOOR INTENTIONALLY OMITTED.

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 1 OF 74				

W. Todd Tindell
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM SOUTH BUILDING PROFILE

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

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PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
REVISED _____
REVISED _____
REVISED _____
SOURCE OF INFORMATION _____
BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 2 OF 74

W. Todd Tindell
FLORIDA LAND SURVEYOR
4958

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.

SEE PARKING LEVELS
ELEVATIONS DETAIL

SEE LANDINGS
ELEVATIONS DETAIL

GARAGE WEST PROFILE

GARAGE PARKING LEVELS
ELEVATIONS DETAIL

GARAGE LANDINGS
ELEVATIONS DETAIL

AQUA CONDOMINIUM PARKING GARAGE WEST BUILDING PROFILE

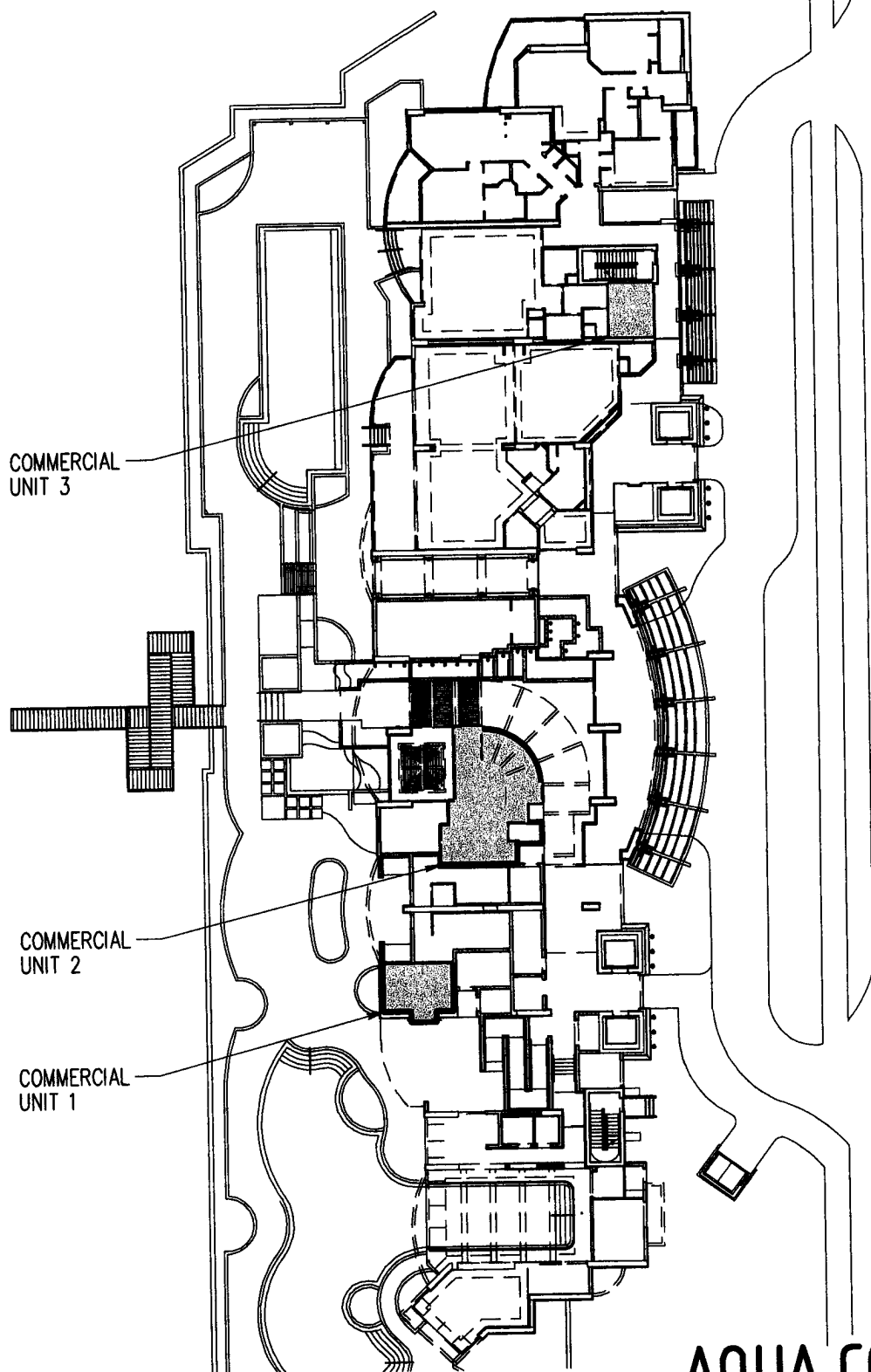
BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE					
F.B.	890	PA.	65	JOB NO.	9471.25
FILE NO.	A 2212	SHEET NO.	3 OF 74		

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM COMMERCIAL UNITS 1, 2, & 3 KEY PLAN GROUND FLOOR

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

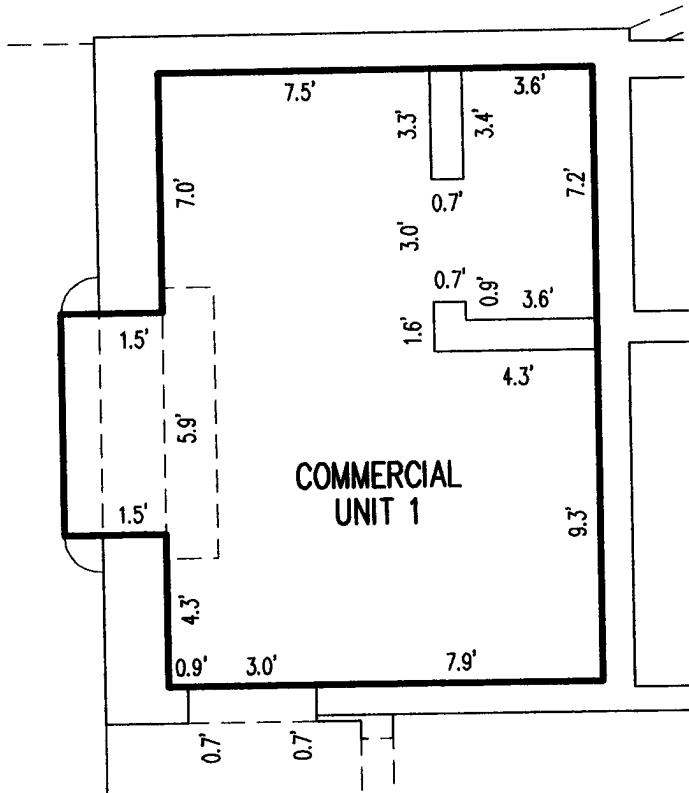
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
REVISED _____
REVISED _____
REVISED _____
SOURCE OF INFORMATION _____
BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 4 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM COMMERCIAL UNIT 1 DETAIL

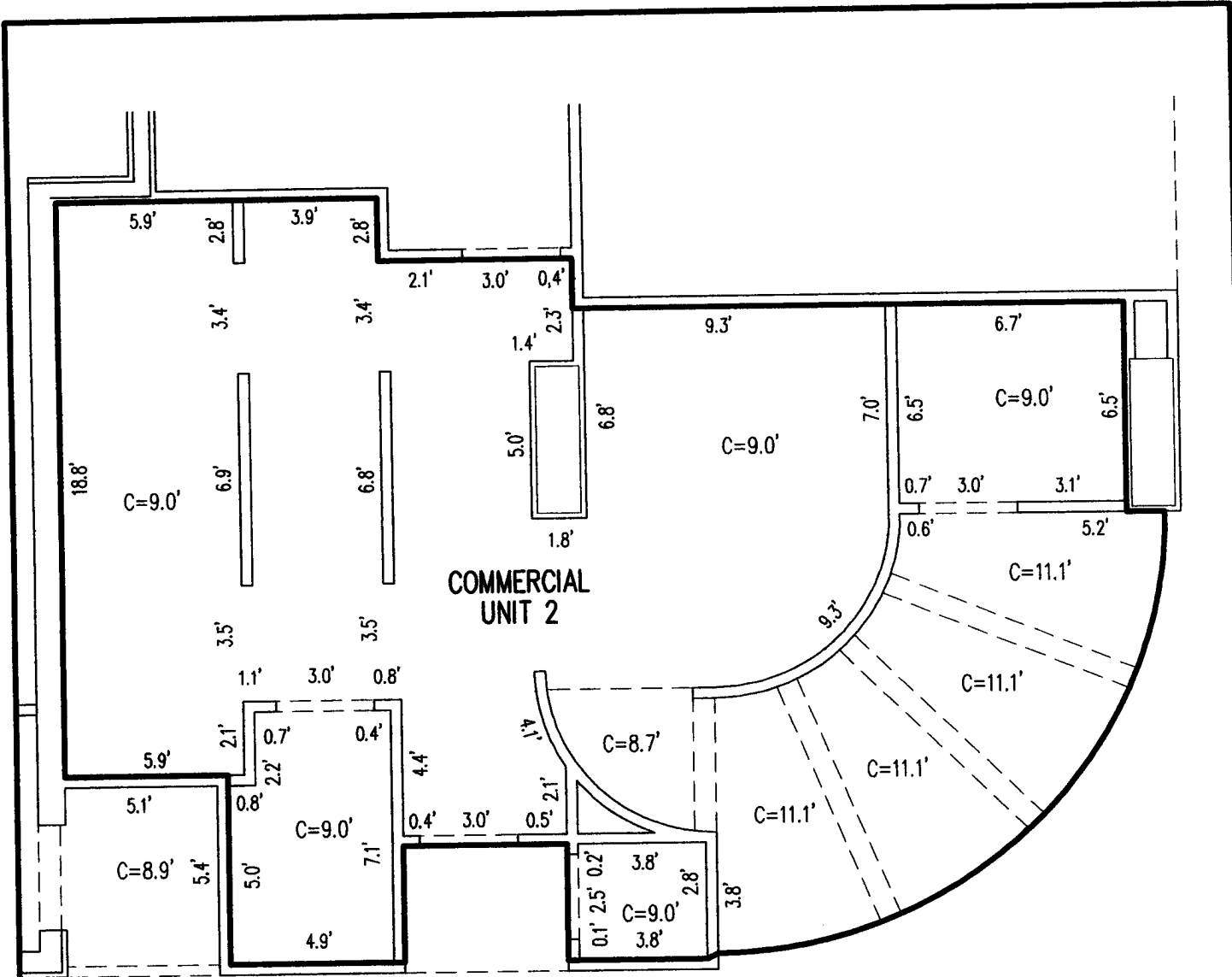
BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	<u>AS BUILT SURVEY</u>			SCALE	<u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN	<u>6-05-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>				
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>				
ELEVATION REFERENCE	<u>890</u>	PA.	<u>65</u>	JOB NO.	<u>9471.25</u>
F.B.	<u>890</u>	PA.	<u>65</u>	FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>5 OF 74</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

The seal is circular with the text 'FLORIDA LAND SURVEYOR' around the perimeter and 'W. TODD TINDELL' in the center. The signature 'W. Todd Tindell' is written over the seal.



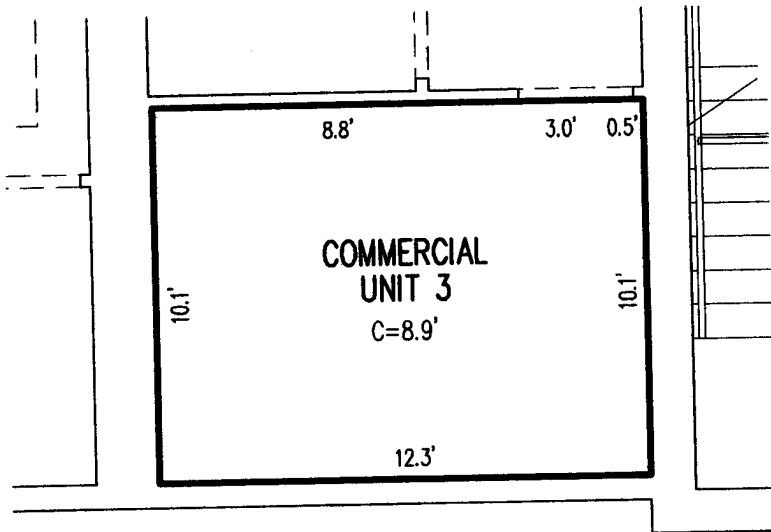
AQUA CONDOMINIUM COMMERCIAL UNIT 2 DETAIL

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
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REVISED					
REVISED					
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BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 6 OF 74				

W. Todd Tindell
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM COMMERCIAL UNIT 3 DETAIL

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

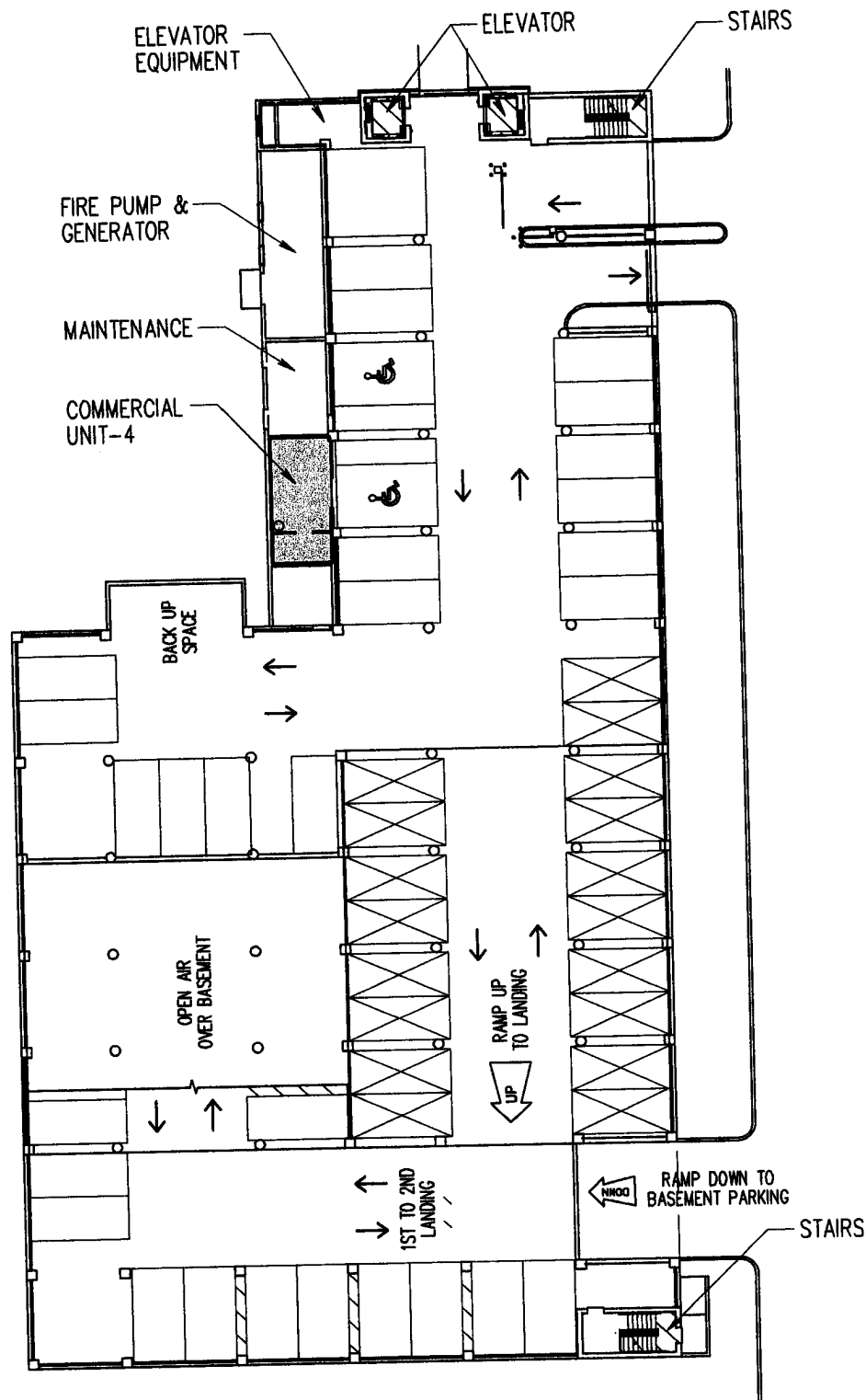
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	<u>AS BUILT SURVEY</u>			SCALE	<u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN	<u>6-05-07</u>	IMPROVEMENTS	<u>VISBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>				
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>				
ELEVATION REFERENCE	<u>890</u>	PA.	<u>61</u>	JOB NO.	<u>9471.25</u>
F.B.	<u>890</u>	PA.	<u>61</u>	FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>7 OF 74</u>

W. Todd Tindell
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM 1ST LEVEL PARKING KEY PLAN COMMERCIAL UNIT 4

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

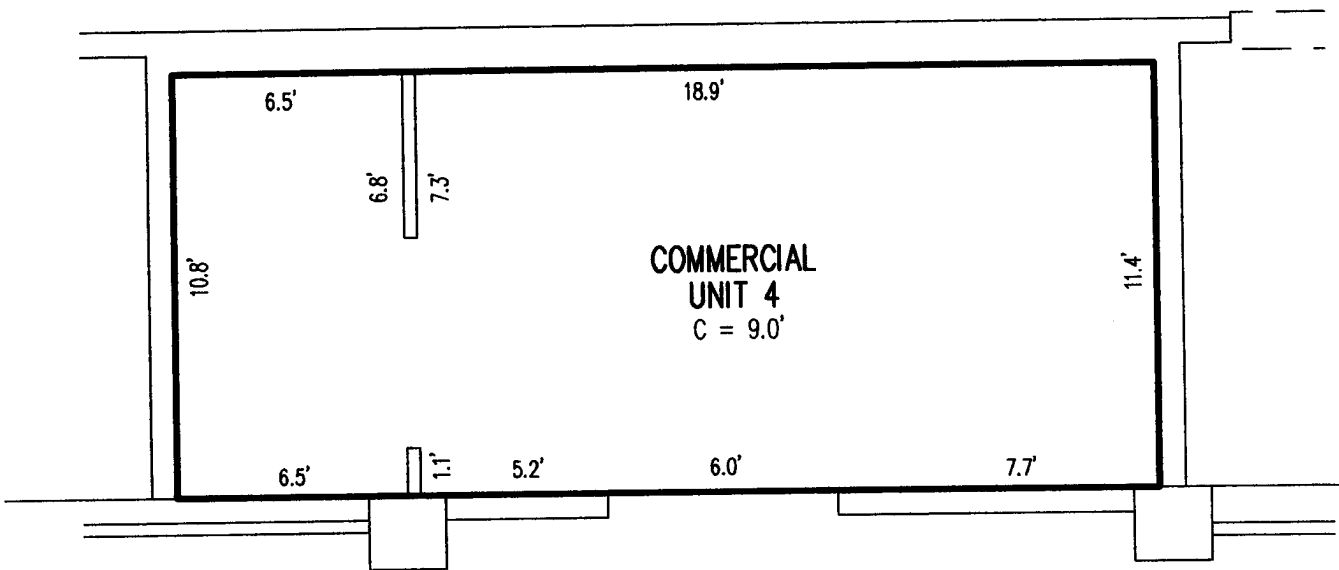
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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05--07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
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BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	65	JOB NO.	9471.25	FILE NO. A 2212 SHEET NO. 8 OF 74
F.B.	PA.				

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM COMMERCIAL UNIT 4 DETAIL

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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REVISED									
REVISED									
SOURCE OF INFORMATION									
BEARING REFERENCE	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98								
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F.B.	890	PA.	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	9 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

UNIT TYPE A.2
UNIT ADDRESS
110

28.90'

UNIT TYPE B.3
UNIT ADDRESS
111

43.32'

COMMERCIAL
UNIT 3

COMMERCIAL
UNIT 2

COMMERCIAL
UNIT 1

DETAIL C
DETAIL B

DETAIL B
DETAIL A

AQUA CONDOMINIUM GROUND FLOOR PLAN

BUCHANAN & HARPER, INC.

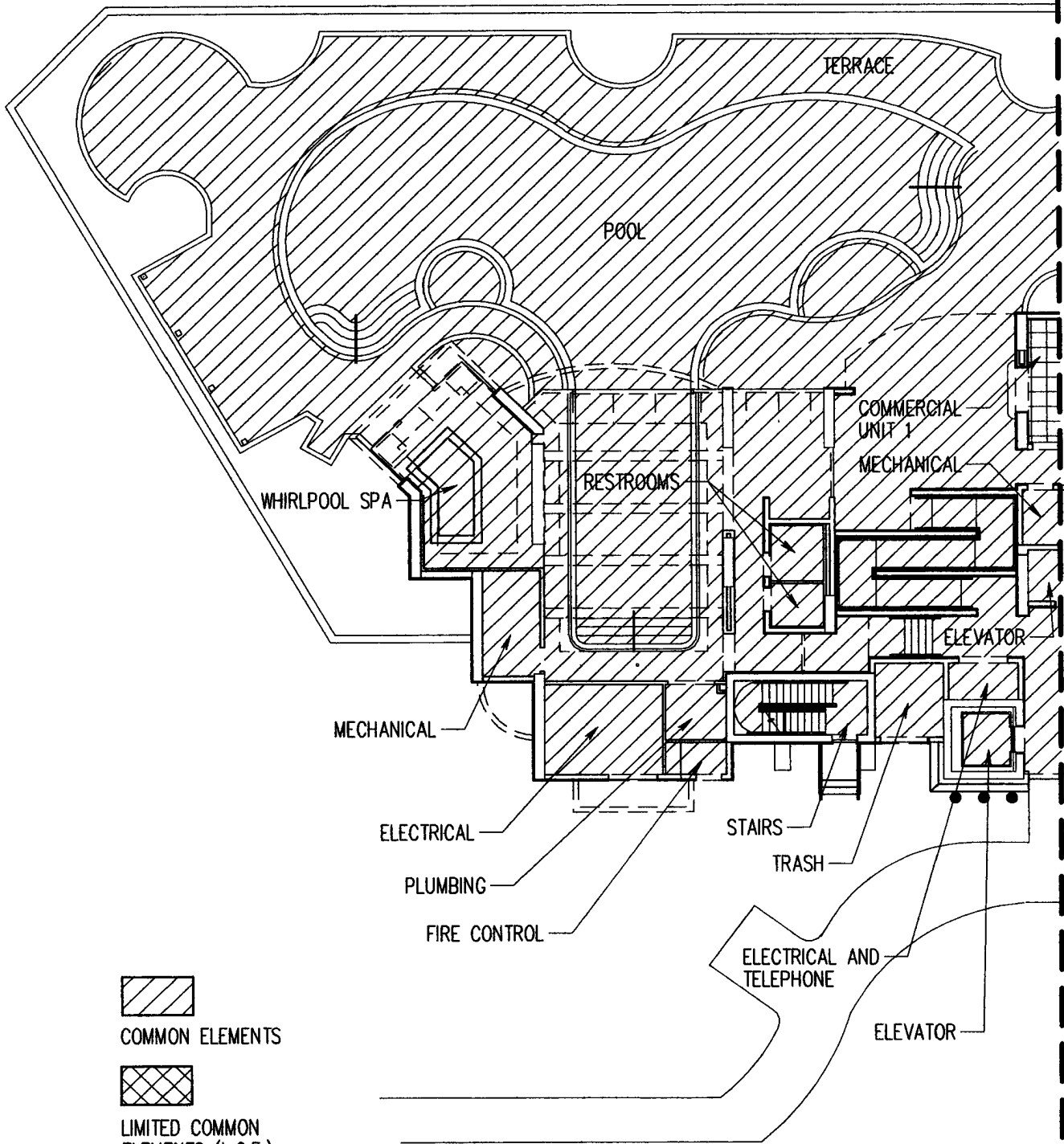
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
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ELEVATION REFERENCE	890	65	JOB NO.	9471.25	FILE NO. A 2212 SHEET NO. 10 OF 74
F.B.	890	PA.	65	JOB NO.	9471.25

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

W. Todd Tindell



- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS (L.C.E.)
- COMMERCIAL UNIT

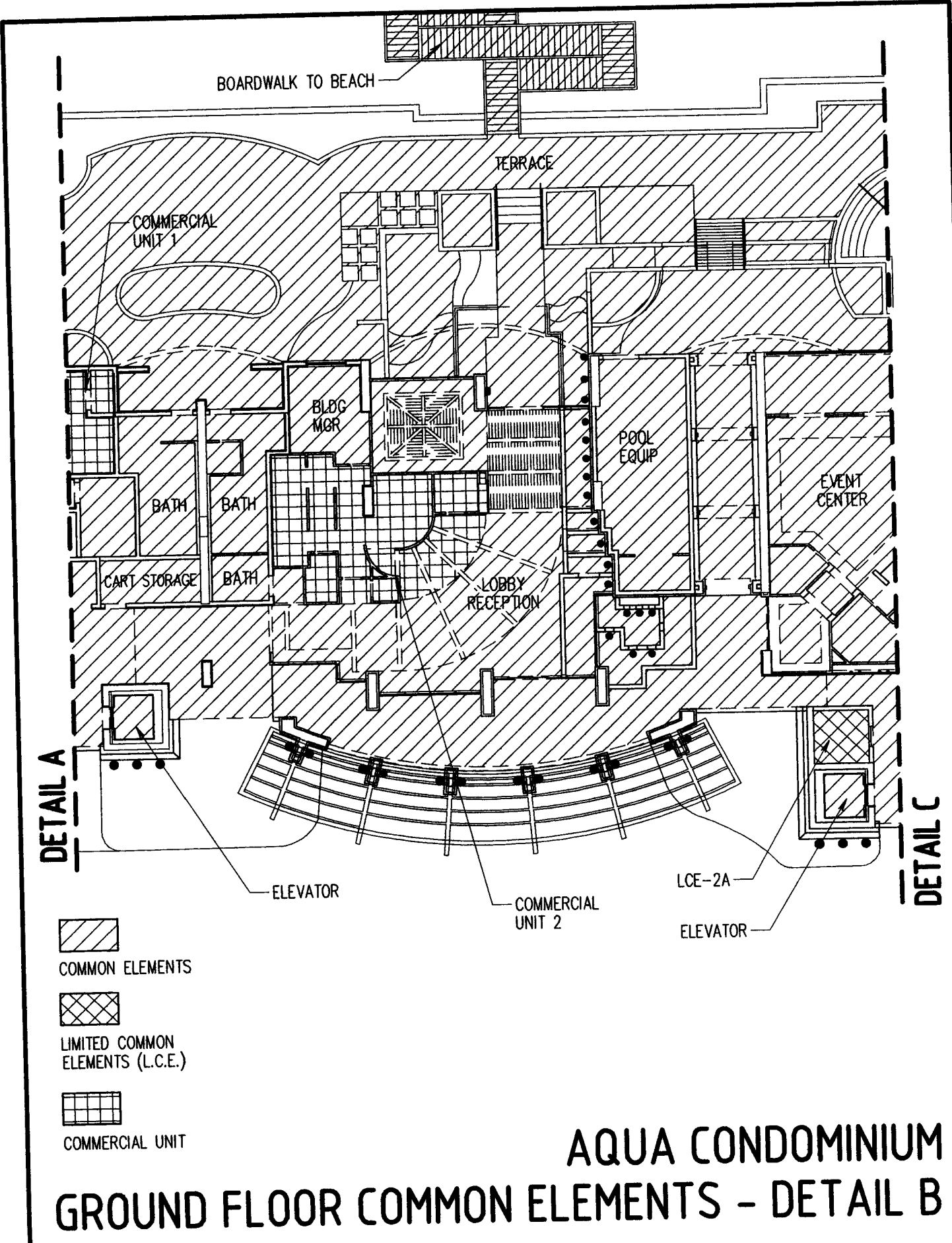
AQUA CONDOMINIUM GROUND FLOOR COMMON ELEMENTS - DETAIL A

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION					
BEARING REFERENCE	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
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F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	11 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM

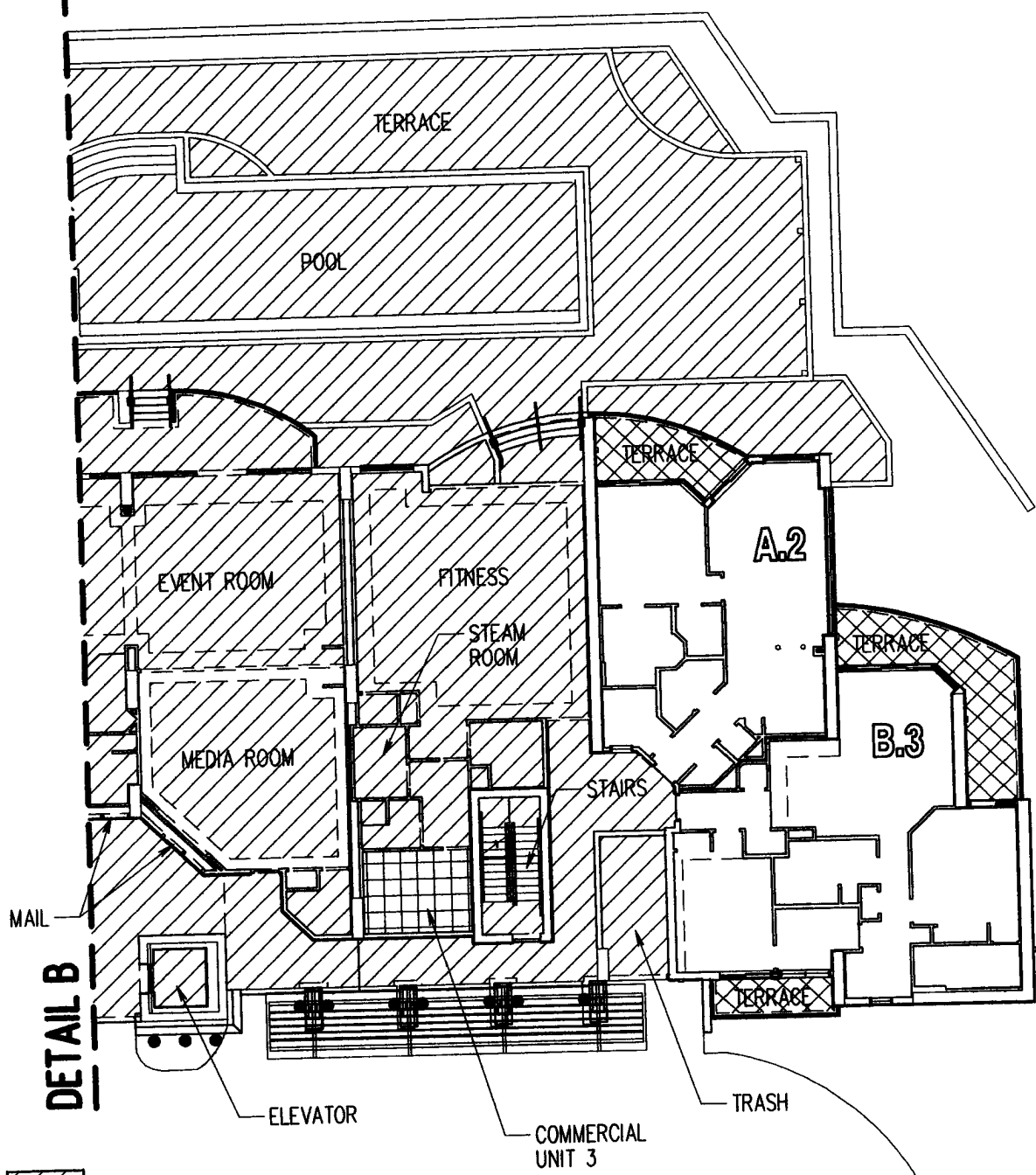
GROUND FLOOR COMMON ELEMENTS - DETAIL B

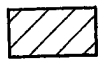

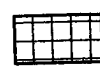
BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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ELEVATION REFERENCE	890	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	12 OF 74
F.B.								

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



-  COMMON ELEMENTS
-  LIMITED COMMON ELEMENTS (L.C.E.)
-  COMMERCIAL UNIT

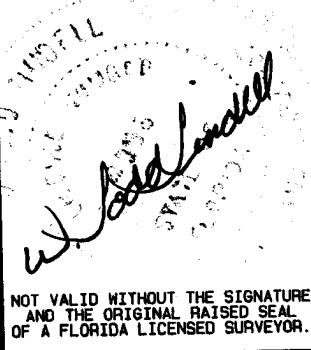
AQUA CONDOMINIUM GROUND FLOOR COMMON ELEMENTS - DETAIL C

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	13 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



UNIT TYPE B.3

UNIT ADDRESS
211

UNIT TYPE A.2

UNIT ADDRESS
210

UNIT TYPE C.2

UNIT ADDRESS
209

UNIT TYPE A.3

UNIT ADDRESS
208

UNIT TYPE B.1

UNIT ADDRESS
207

UNIT TYPE A.1

UNIT ADDRESS
206

UNIT TYPE B.2 WEST

UNIT ADDRESS
205

UNIT TYPE B.2 EAST

UNIT ADDRESS
204

UNIT TYPE C.4.MOD.

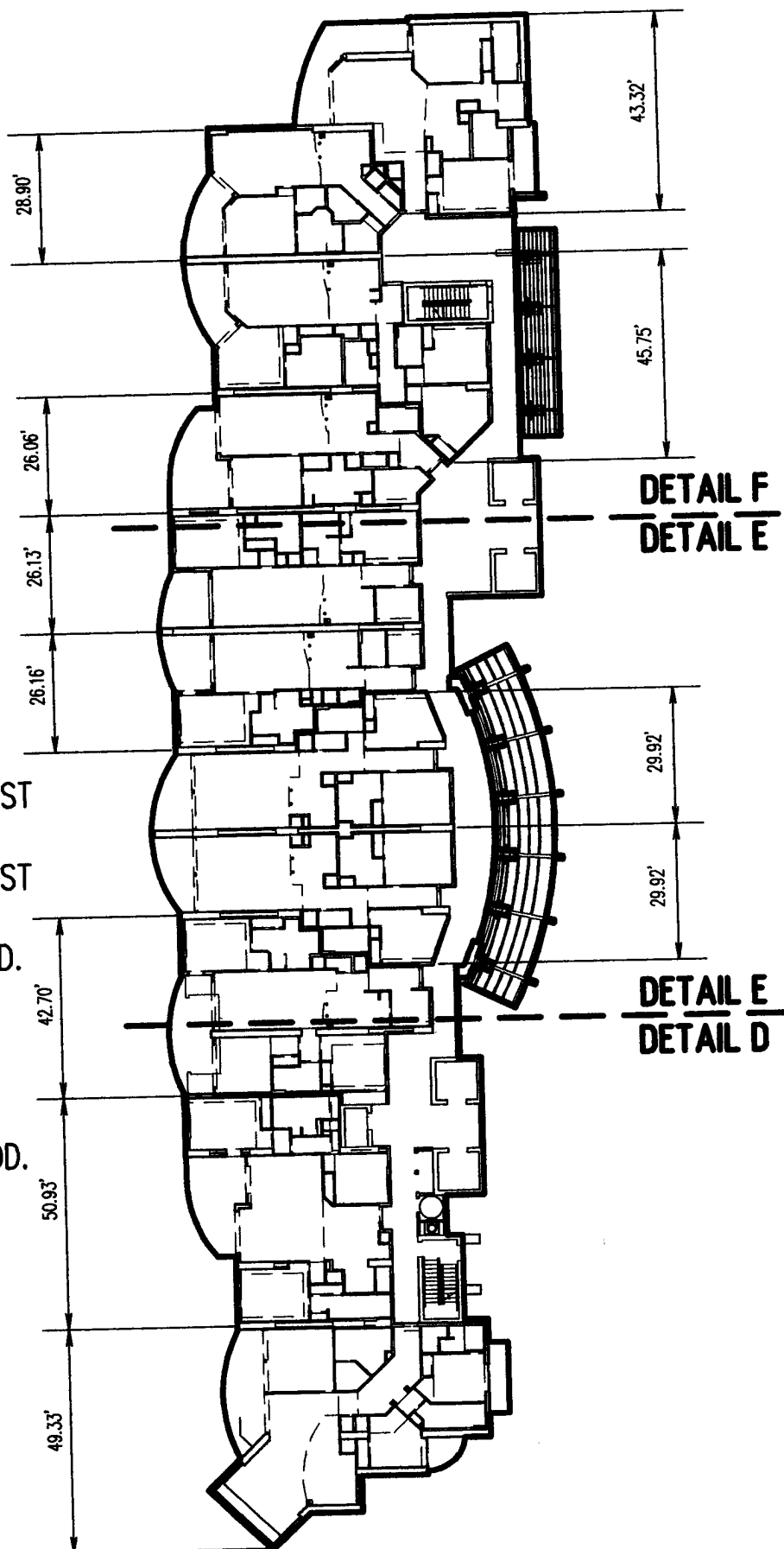
UNIT ADDRESS
203

UNIT TYPE C.3.MOD.

UNIT ADDRESS
202

UNIT TYPE C.1

UNIT ADDRESS
201



AQUA CONDOMINIUM 2ND FLOOR PLAN

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

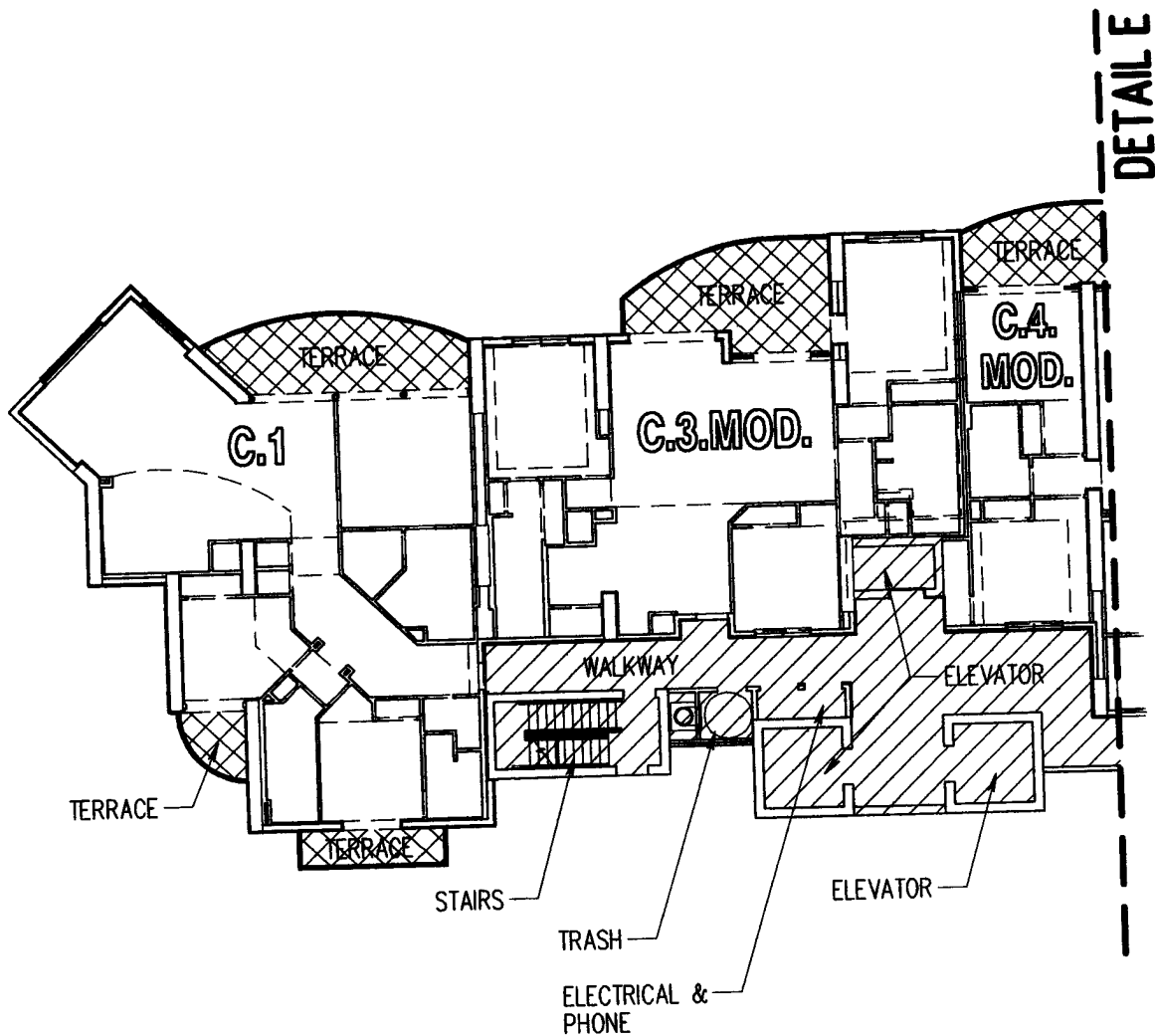
CERTIFICATE OF AUTHORIZATION NUMBER: 2372



735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	<u>AS BUILT SURVEY</u>			SCALE	<u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN	<u>6-05-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>				
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>				
ELEVATION REFERENCE	<u>890</u>				
F.B.	<u>890</u>	PA.	<u>65</u>	JOB NO.	<u>9471.25</u>
				FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>14 OF 74</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



 COMMON ELEMENTS
 LIMITED COMMON ELEMENTS (L.C.E.)

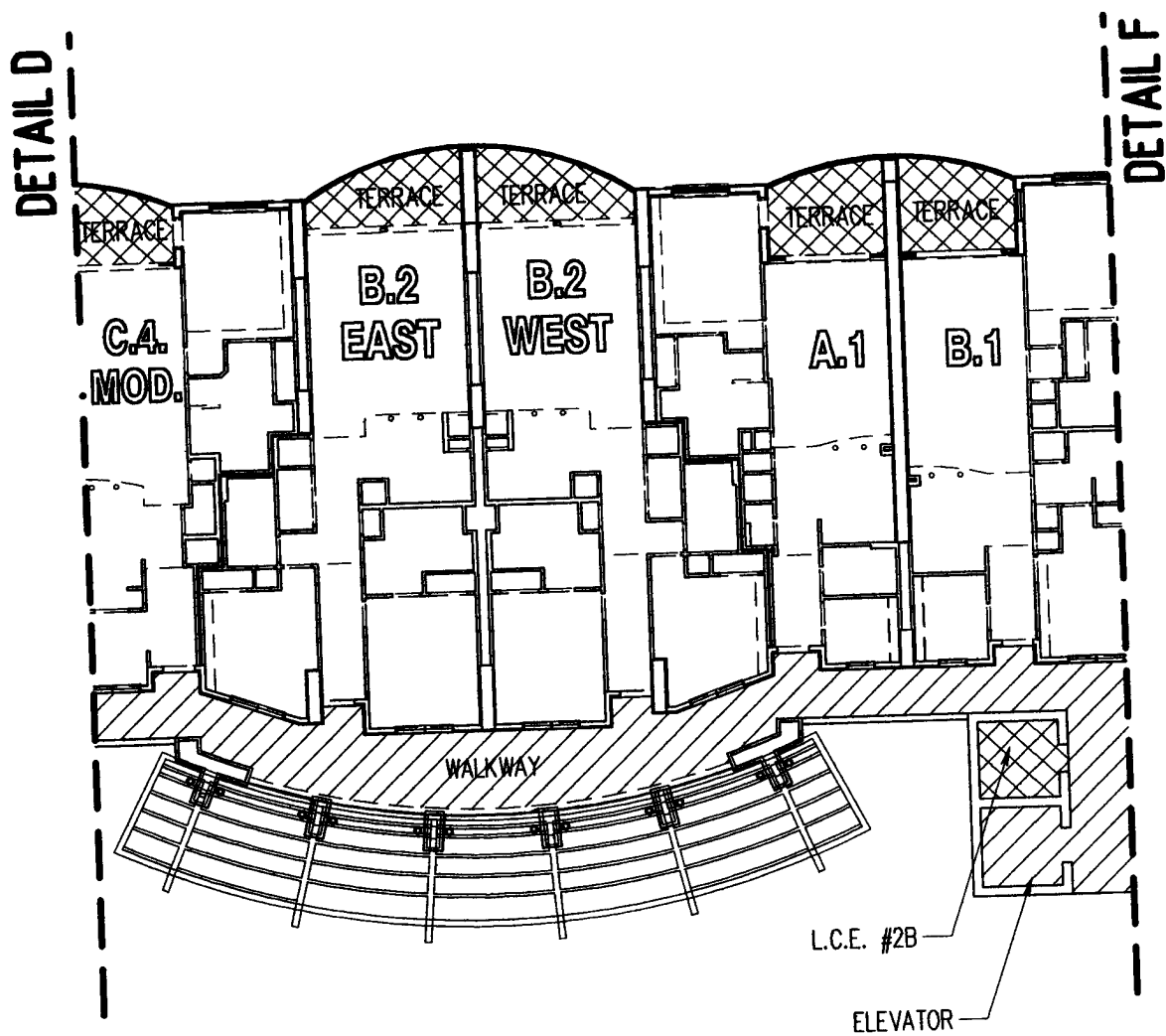
AQUA CONDOMINIUM 2ND FLOOR COMMON ELEMENTS - DETAIL D



BUCHANAN & HARPER, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
REVISED _____
REVISED _____
REVISED _____
SOURCE OF INFORMATION _____
BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 15 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



 COMMON ELEMENTS
 LIMITED COMMON ELEMENTS (L.C.E.)

AQUA CONDOMINIUM 2ND FLOOR COMMON ELEMENTS - DETAIL E

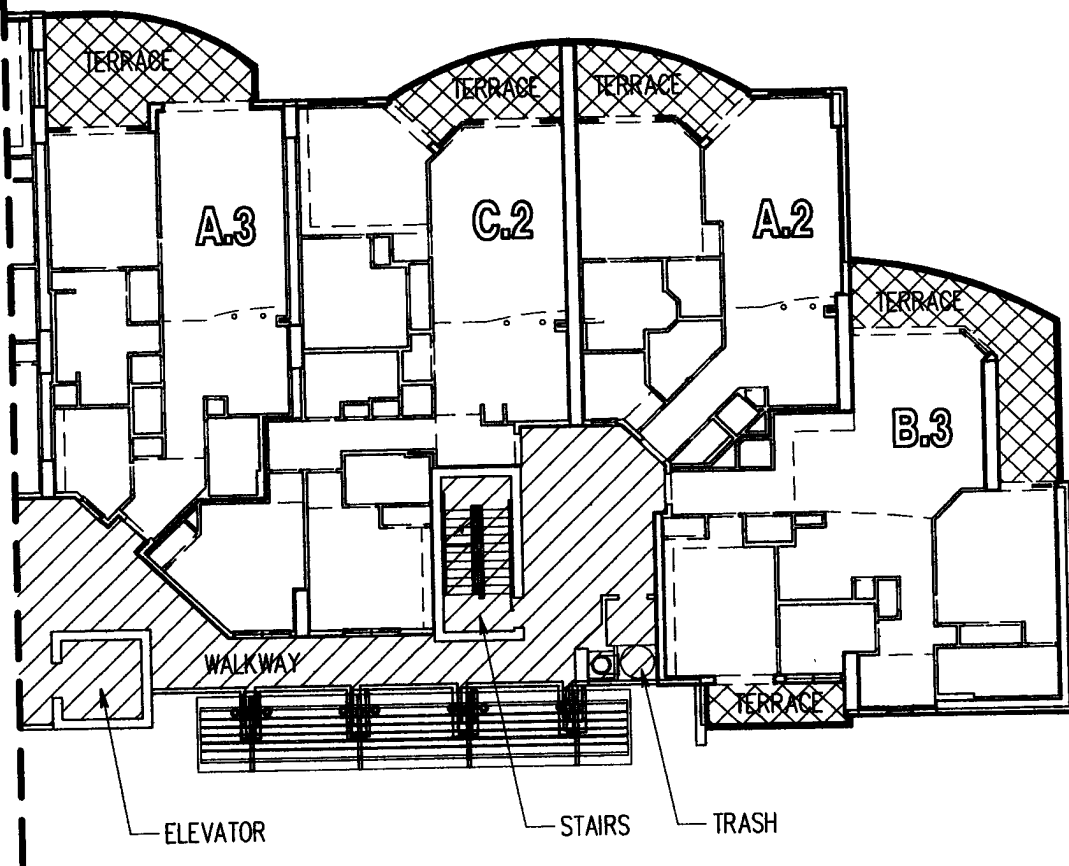
BUCHANAN & HARPER, INC.
 ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
 CERTIFICATE OF AUTHORIZATION NUMBER: 2372
 735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427



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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25
F.B.	890	PA.	65	FILE NO.	A 2212
				SHEET NO.	16 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

DETAIL E




 COMMON ELEMENTS

 LIMITED COMMON
 ELEMENTS (L.C.E.)

AQUA CONDOMINIUM 2ND FLOOR COMMON ELEMENTS - DETAIL F

BUCHANAN & HARPER, INC.
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 CERTIFICATE OF AUTHORIZATION NUMBER: 2372
 735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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 REVISED _____
 REVISED _____
 SOURCE OF INFORMATION _____
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 ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
 F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 17 OF 74

NOT VALID WITHOUT THE SIGNATURE
 AND THE ORIGINAL RAISED SEAL
 OF A FLORIDA LICENSED SURVEYOR.

UNIT TYPE B.3

UNIT ADDRESS
311

UNIT TYPE A.2

UNIT ADDRESS
310

UNIT TYPE C.2

UNIT ADDRESS
309

UNIT TYPE A.3

UNIT ADDRESS
308

UNIT TYPE B.1

UNIT ADDRESS
307

UNIT TYPE A.1

UNIT ADDRESS
306

UNIT TYPE B.2 WEST

UNIT ADDRESS
305

UNIT TYPE B.2 EAST

UNIT ADDRESS
304

UNIT TYPE B.4

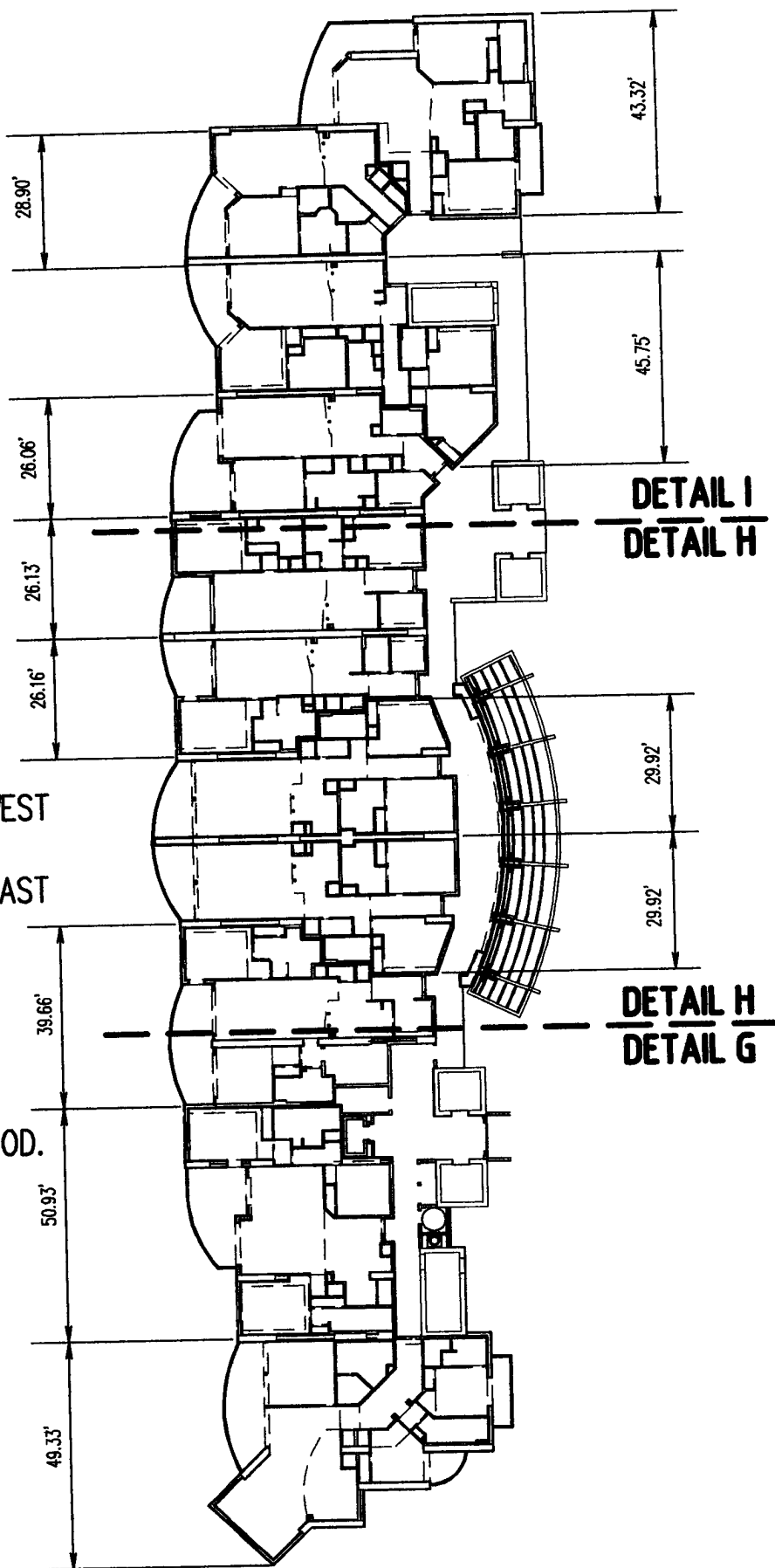
UNIT ADDRESS
303

UNIT TYPE C.3.MOD.

UNIT ADDRESS
302

UNIT TYPE C.1

UNIT ADDRESS
301



AQUA CONDOMINIUM 3RD FLOOR PLAN

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

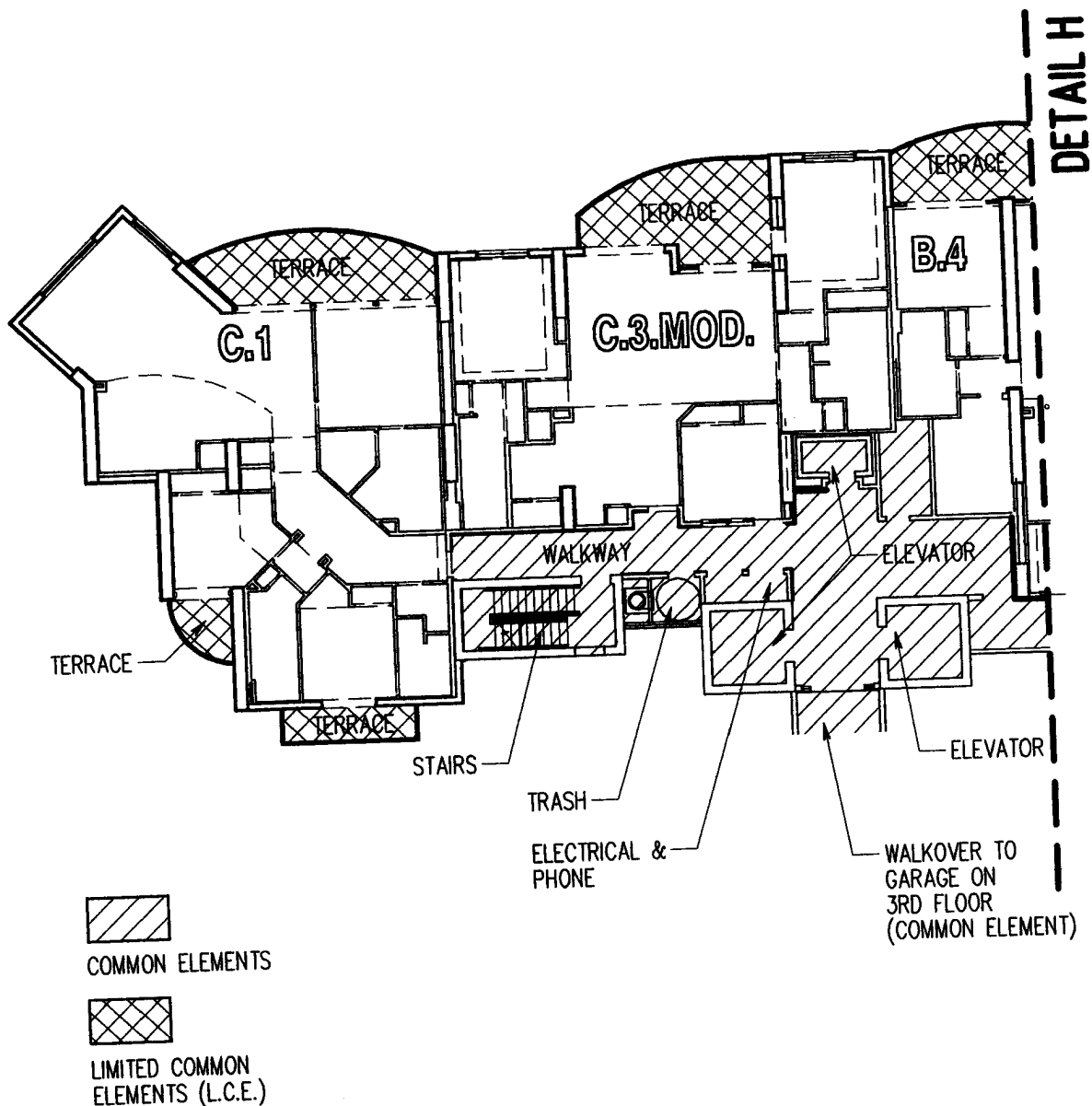
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890				
F.B.	PA.	JOB NO.	FILE NO.	SHEET NO.	
890	65	9471.25	A 2212	18 OF 74	

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



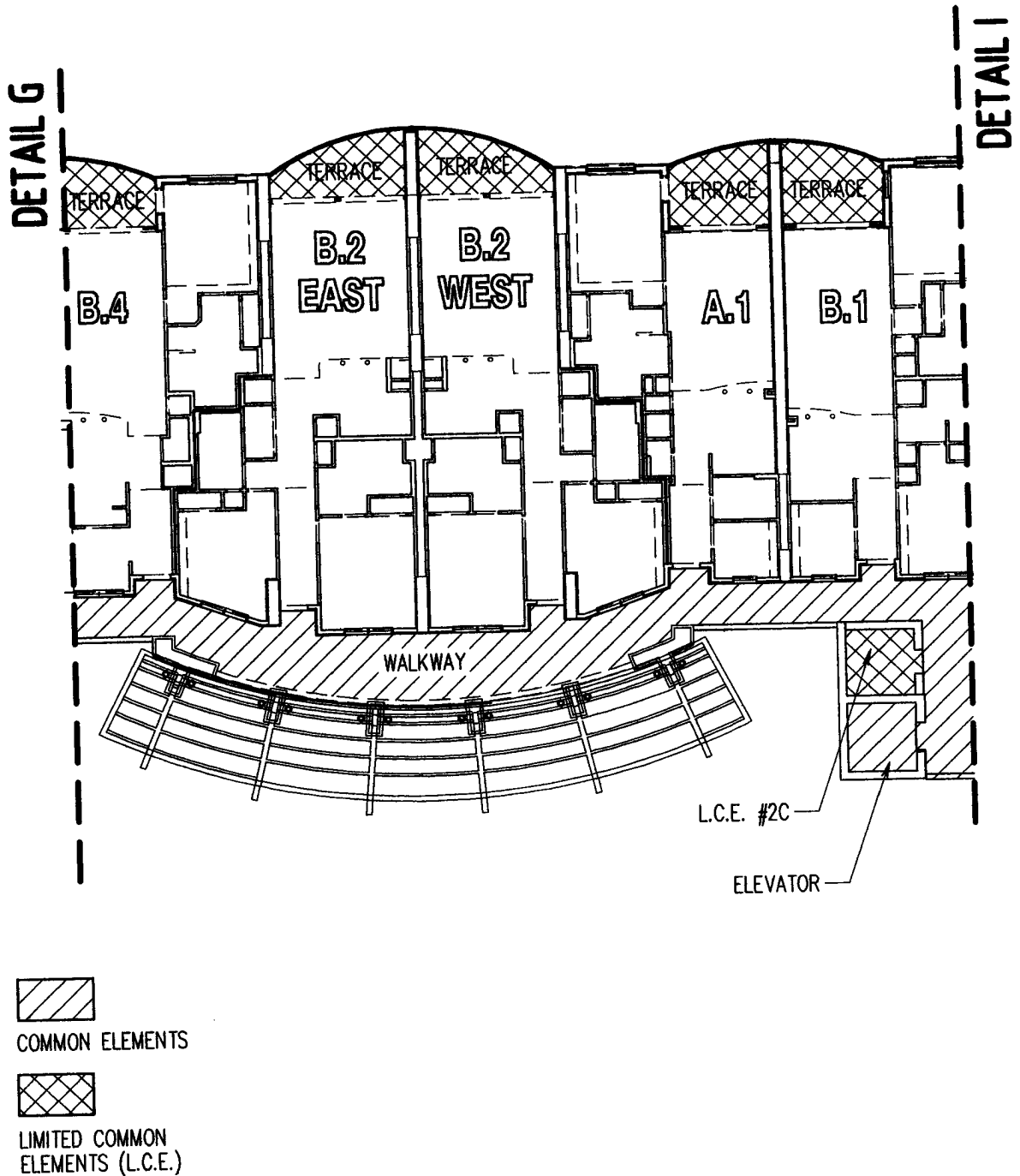
AQUA CONDOMINIUM 3RD FLOOR COMMON ELEMENTS - DETAIL G

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25
F.B.	890	PA.	65	FILE NO.	A 2212
				SHEET NO.	19 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM 3RD FLOOR COMMON ELEMENTS - DETAIL H

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

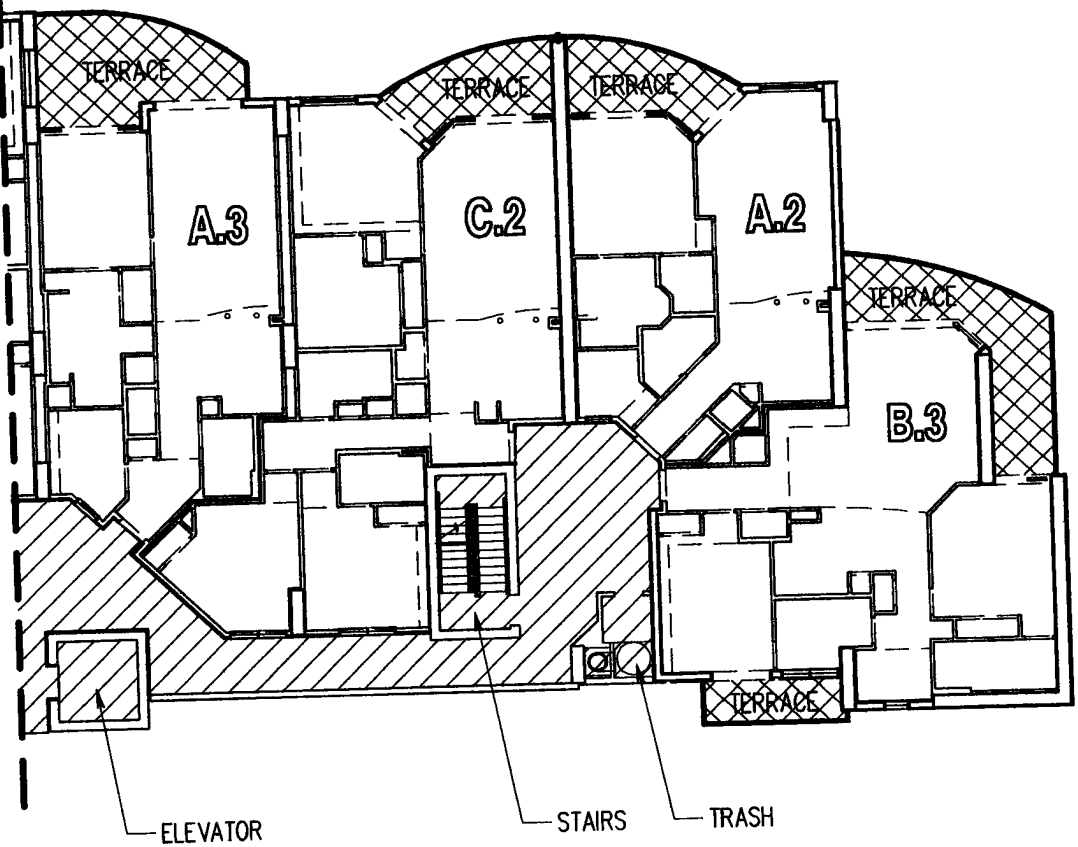
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427



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REVISED _____
REVISED _____
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BEARING REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
ELEVATION REFERENCE 890 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 20 OF 74
F.B. _____ PA. _____

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.

DETAIL I



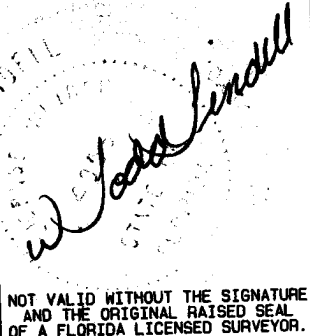
 COMMON ELEMENTS
 LIMITED COMMON ELEMENTS (L.C.E.)

AQUA CONDOMINIUM 3RD FLOOR COMMON ELEMENTS - DETAIL I

BUCHANAN & HARPER, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
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REVISED					
REVISED					
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BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 21 OF 74				


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

UNIT TYPE B.3
UNIT ADDRESS
411

UNIT TYPE A.2
UNIT ADDRESS
410

UNIT TYPE C.2
UNIT ADDRESS
409

UNIT TYPE A.3
UNIT ADDRESS
408

UNIT TYPE B.1
UNIT ADDRESS
407

UNIT TYPE A.1
UNIT ADDRESS
406

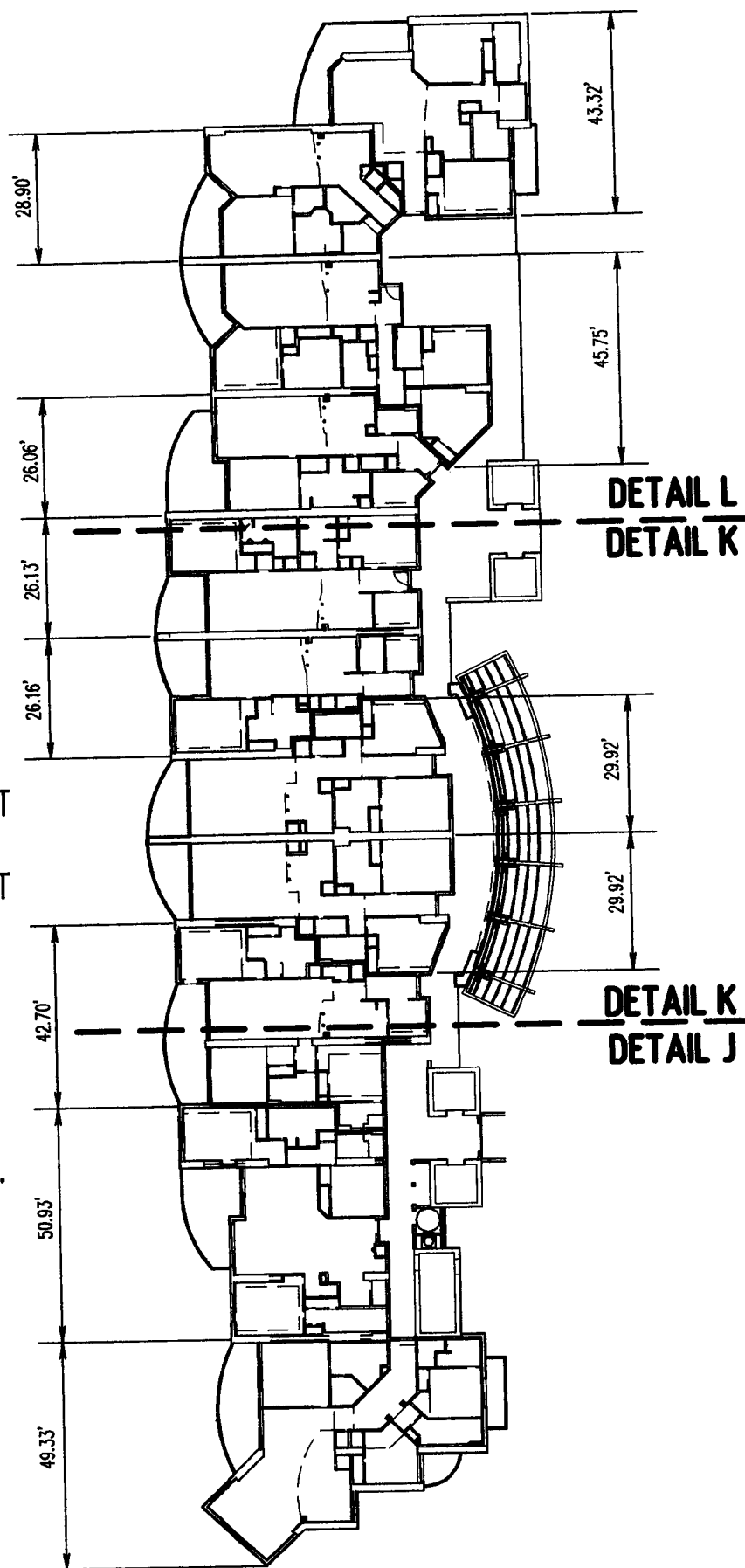
UNIT TYPE B.2 WEST
UNIT ADDRESS
405

UNIT TYPE B.2 EAST
UNIT ADDRESS
404

UNIT TYPE C.4.MOD.
UNIT ADDRESS
403

UNIT TYPE C.3.MOD.
UNIT ADDRESS
402

UNIT TYPE C.1
UNIT ADDRESS
401



AQUA CONDOMINIUM 4TH FLOOR PLAN

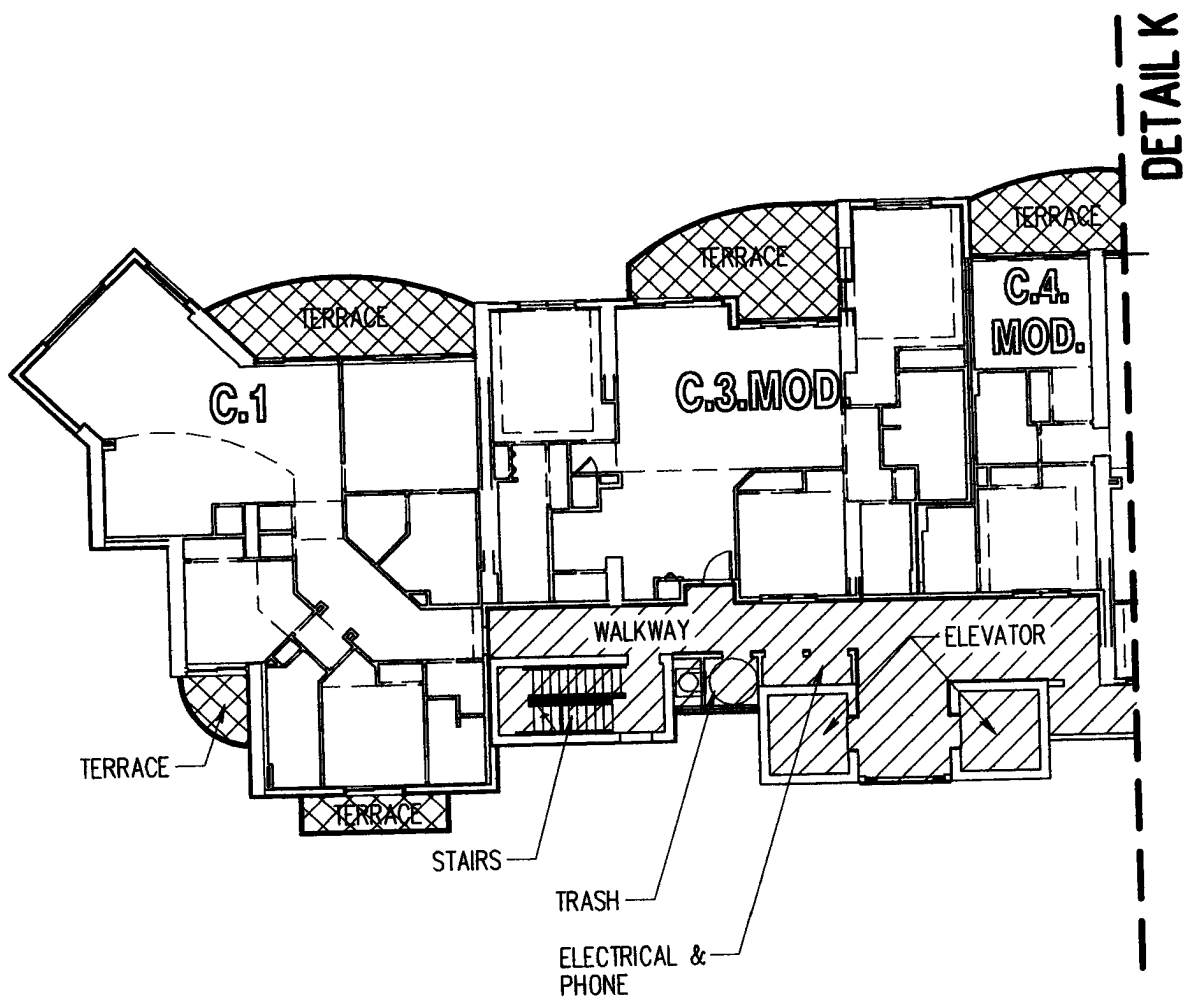
BUCHANAN & HARPER, INC.



ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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REVISED					
REVISED					
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ELEVATION REFERENCE	890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 22 OF 74				

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.




 COMMON ELEMENTS
 LIMITED COMMON ELEMENTS (L.C.E.)

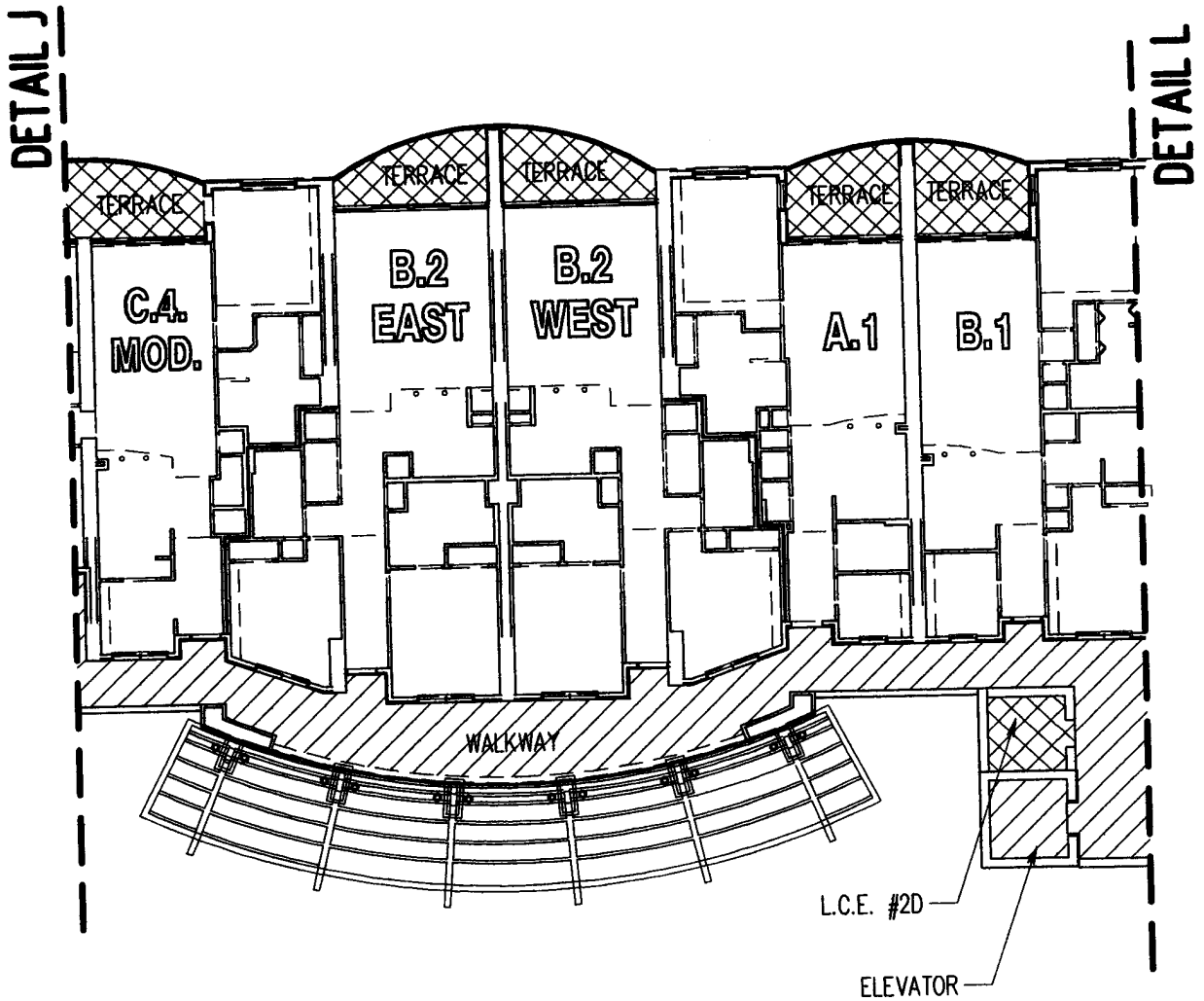
AQUA CONDOMINIUM 4TH FLOOR COMMON ELEMENTS - DETAIL J



BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
REVISED _____
REVISED _____
REVISED _____
SOURCE OF INFORMATION S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
BEARING REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
ELEVATION REFERENCE 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 23 OF 74


NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
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 COMMON ELEMENTS
 LIMITED COMMON ELEMENTS (L.C.E.)

AQUA CONDOMINIUM 4TH FLOOR COMMON ELEMENTS - DETAIL K

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

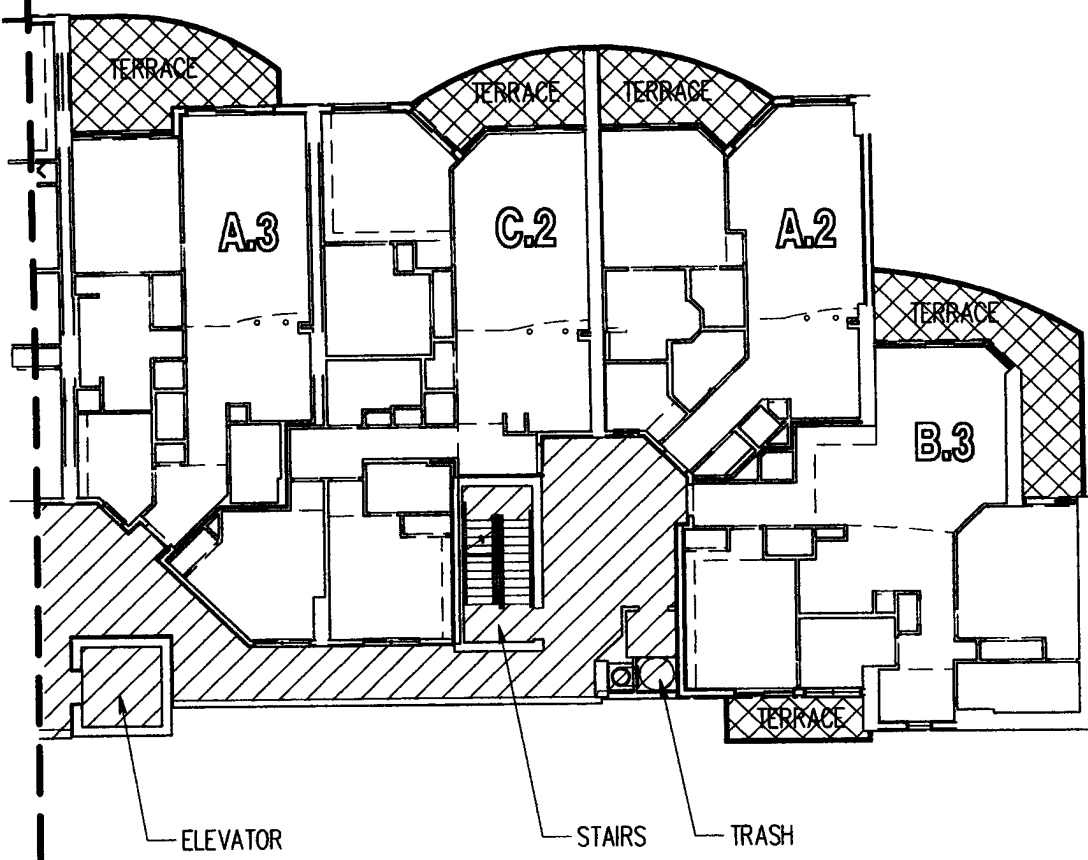
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PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
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REVISED _____
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SOURCE OF INFORMATION _____
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ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 24 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.

DETAIL K



COMMON ELEMENTS



LIMITED COMMON
ELEMENTS (L.C.E.)

AQUA CONDOMINIUM 4TH FLOOR COMMON ELEMENTS - DETAIL L

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

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SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN

REVISED _____

REVISED _____

REVISED _____

SOURCE OF INFORMATION _____

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ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET

F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 25 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.

UNIT TYPE B.3

UNIT ADDRESS
511-2311

UNIT TYPE A.2

UNIT ADDRESS
510 - 2310

UNIT TYPE C.2

UNIT ADDRESS
509 - 2309

UNIT TYPE A.3

UNIT ADDRESS
508 - 2308

UNIT TYPE B.1

UNIT ADDRESS
507 - 2307

UNIT TYPE A.1

UNIT ADDRESS
506 - 2306

UNIT TYPE B.2 WEST

UNIT ADDRESS
505 - 2305

UNIT TYPE B.2 EAST

UNIT ADDRESS
504 - 2304

UNIT TYPE C.4

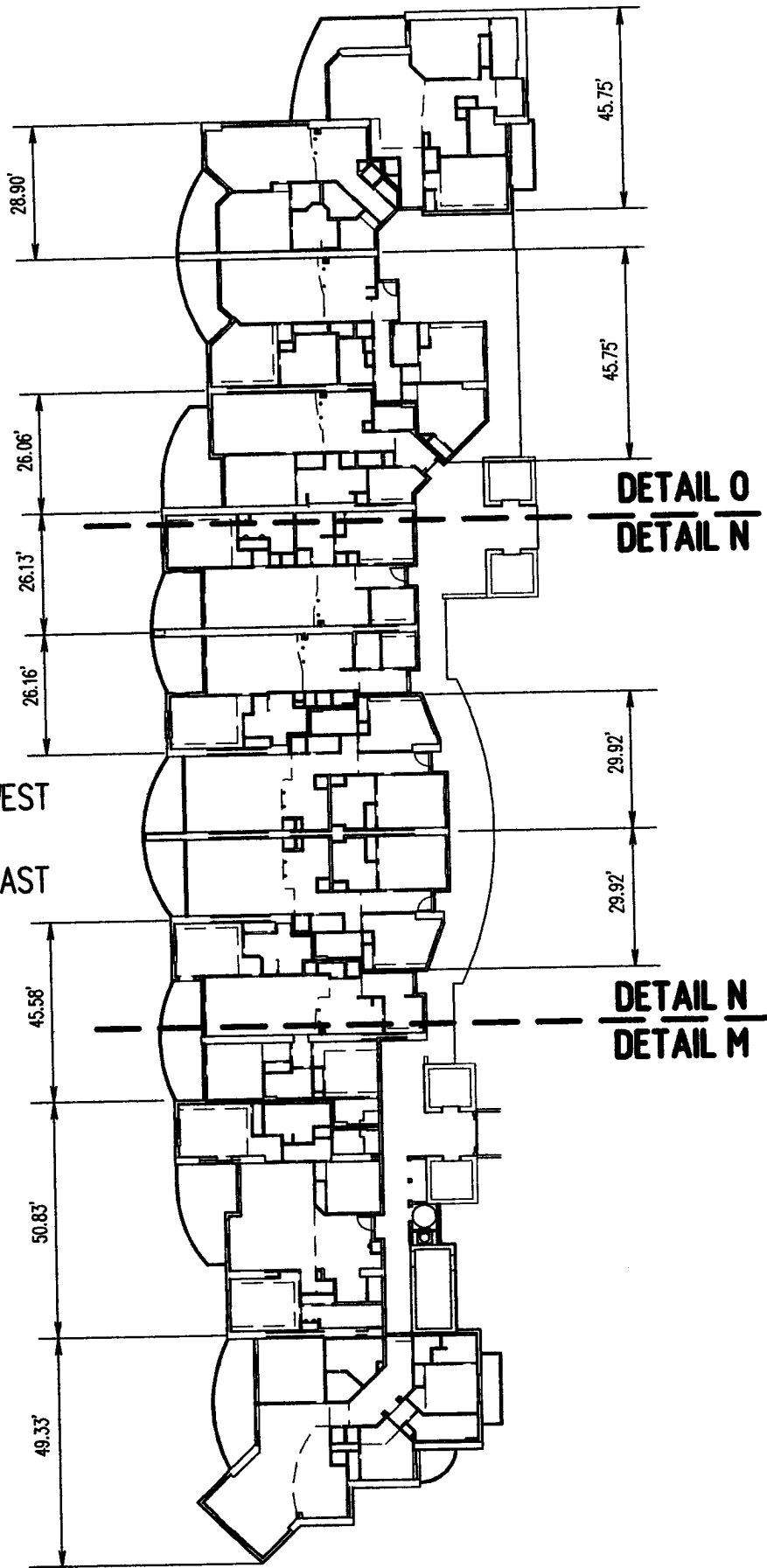
UNIT ADDRESS
503 - 2303

UNIT TYPE C.3

UNIT ADDRESS
502 - 2302

UNIT TYPE C.1

UNIT ADDRESS
501 - 2301



AQUA CONDOMINIUM 5TH - 23RD FLOOR PLAN
(13TH FLOOR INTENTIONALLY OMITTED)

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

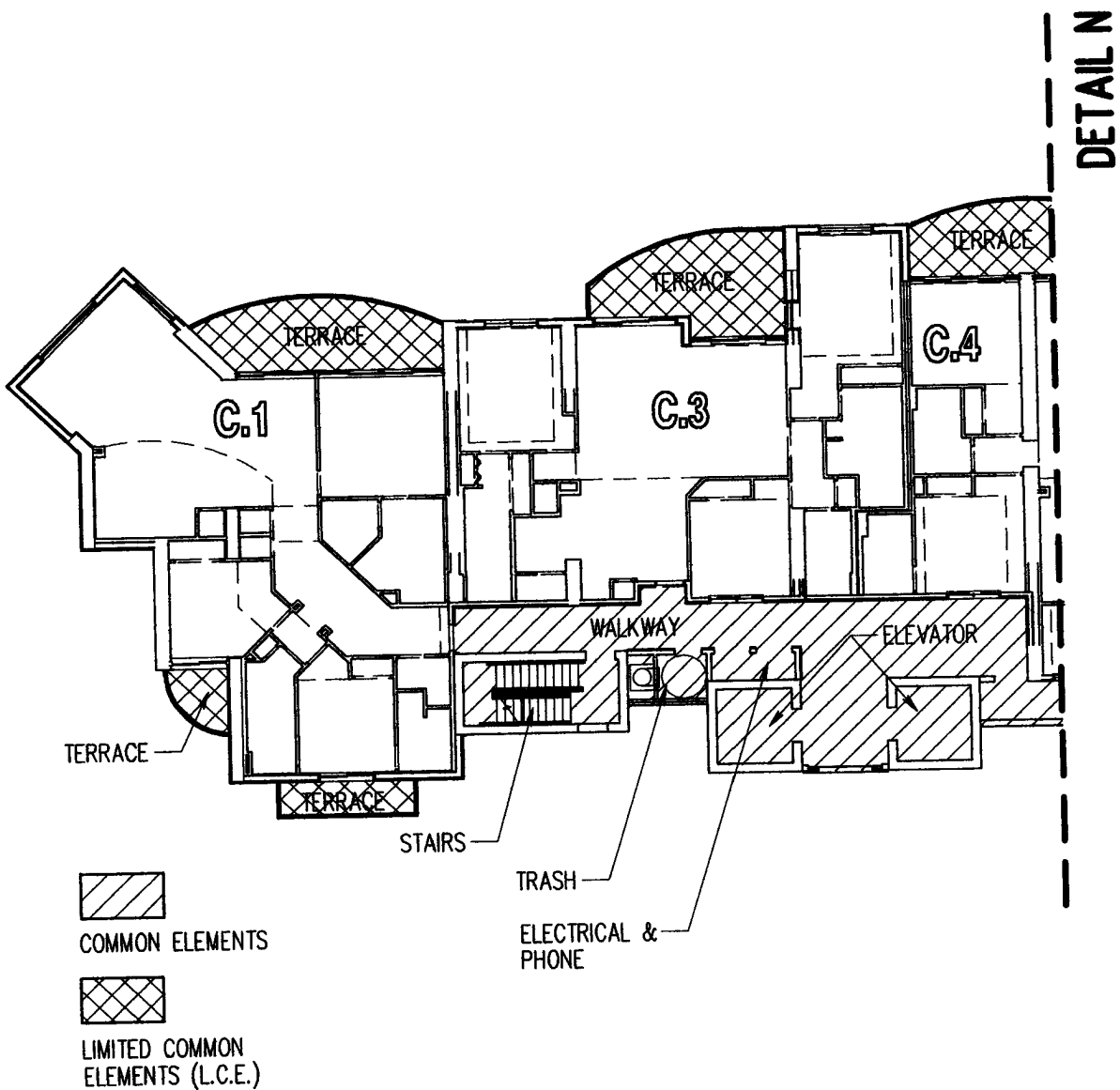
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REVISED									
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REVISED									
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98								
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET								
ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	26 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



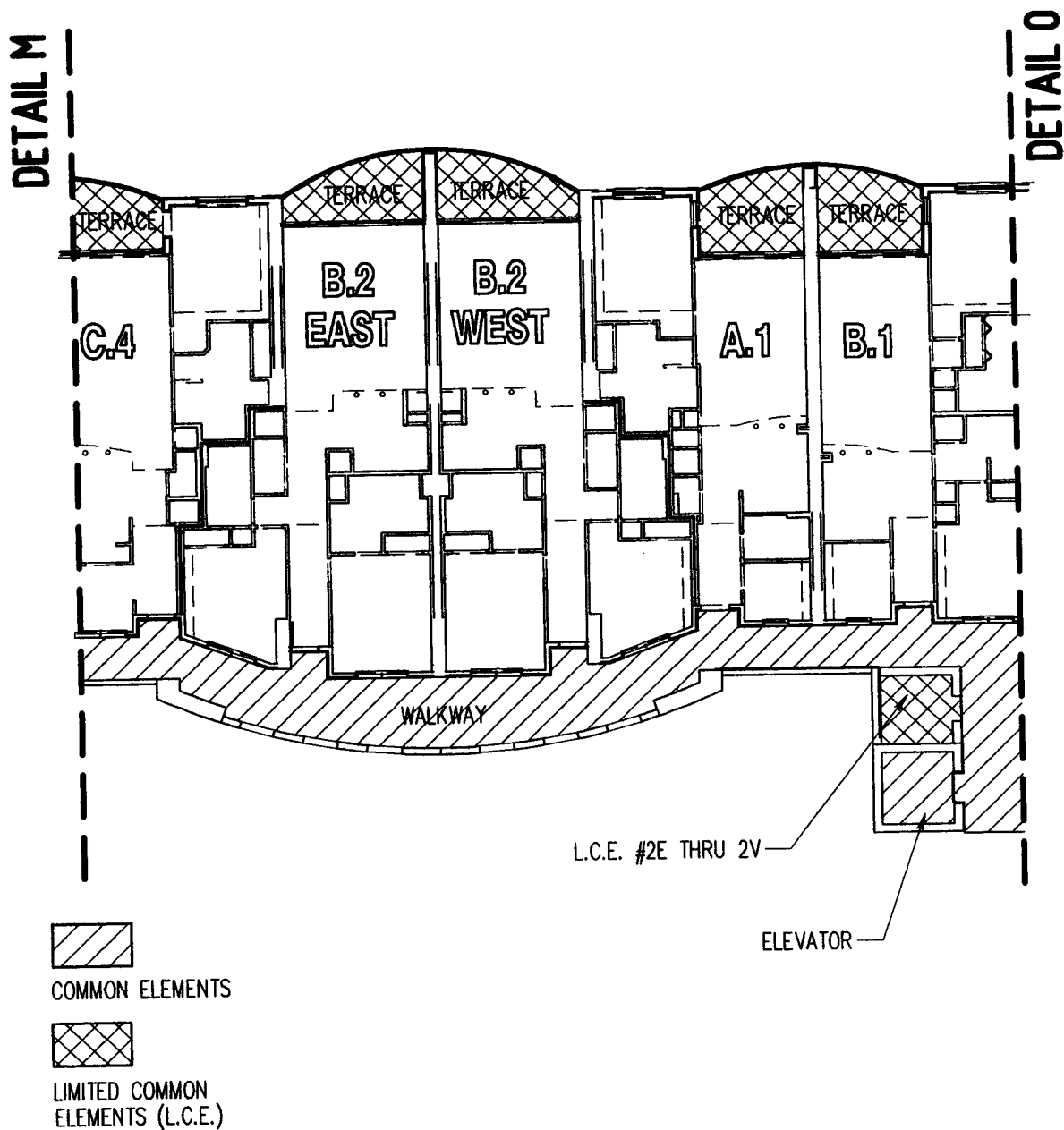
AQUA CONDOMINIUM
5TH - 23RD FLOOR COMMON ELEMENTS
DETAIL M
(13TH FLOOR INTENTIONALLY OMITTED)

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	65	9471.25	FILE NO.	A 2212 SHEET NO. 27 OF 74
F.B.	PA.	JOB NO.	FILE NO.	SHEET NO.	

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM 5TH - 23RD FLOOR COMMON ELEMENTS DETAIL N (13TH FLOOR INTENTIONALLY OMITTED)

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

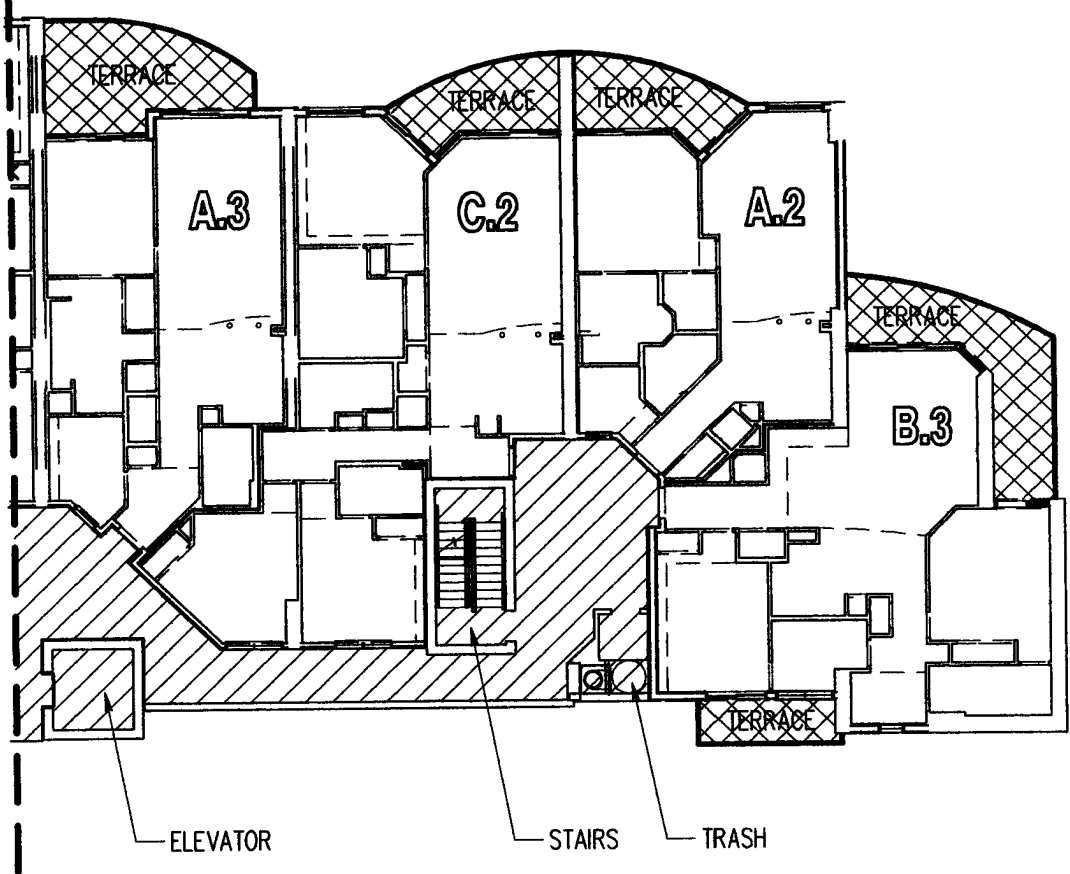
THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.



PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 28 OF 74				

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

W. Todd Tindell

DETAIL N



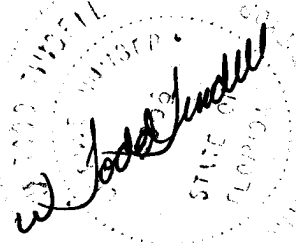
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 LIMITED COMMON ELEMENTS (L.C.E.)

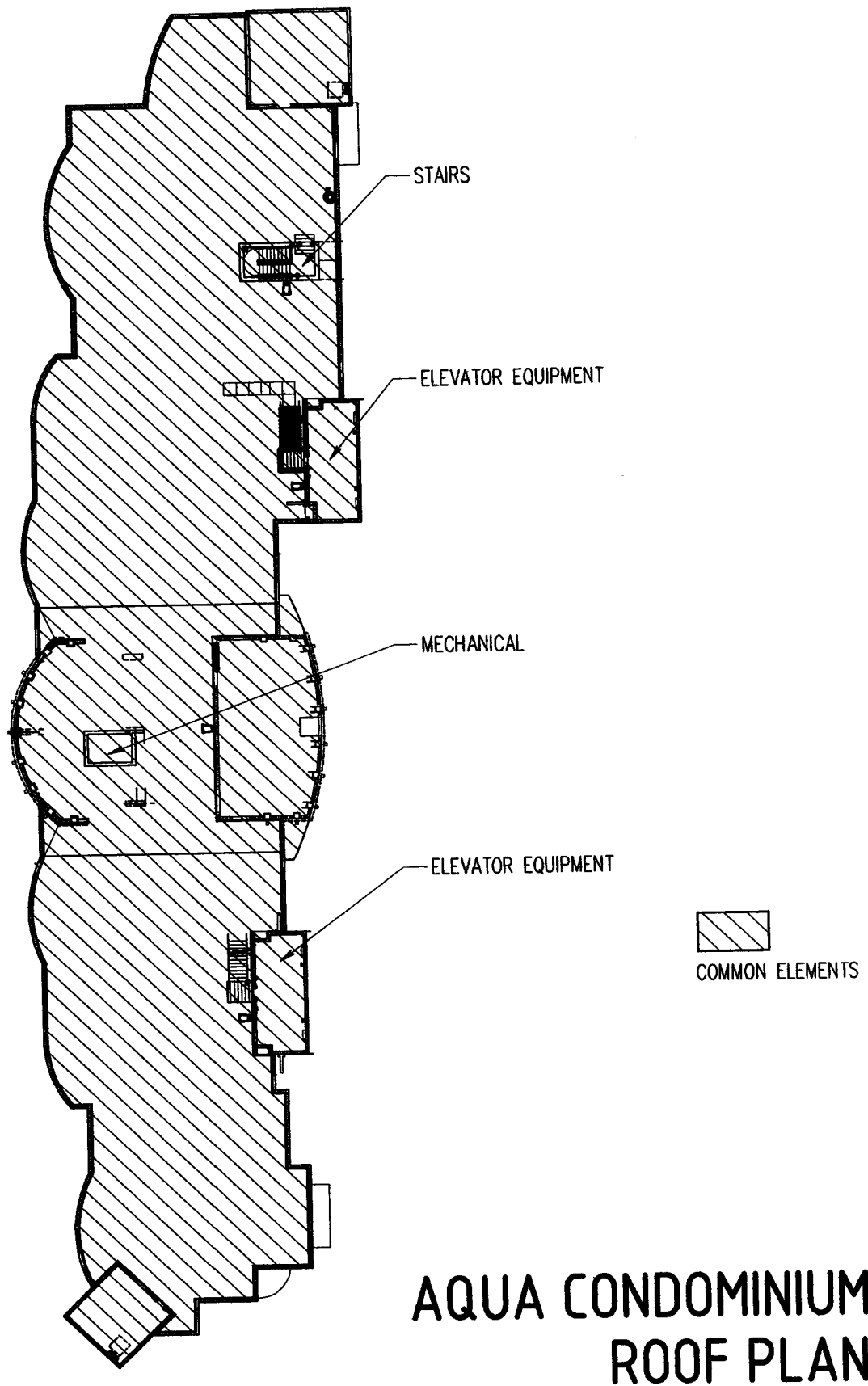
AQUA CONDOMINIUM
5TH - 23RD FLOOR COMMON ELEMENTS
DETAIL 0
(13TH FLOOR INTENTIONALLY OMITTED)

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION					
BEARING REFERENCE	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
ELEVATION REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	29 OF 74


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



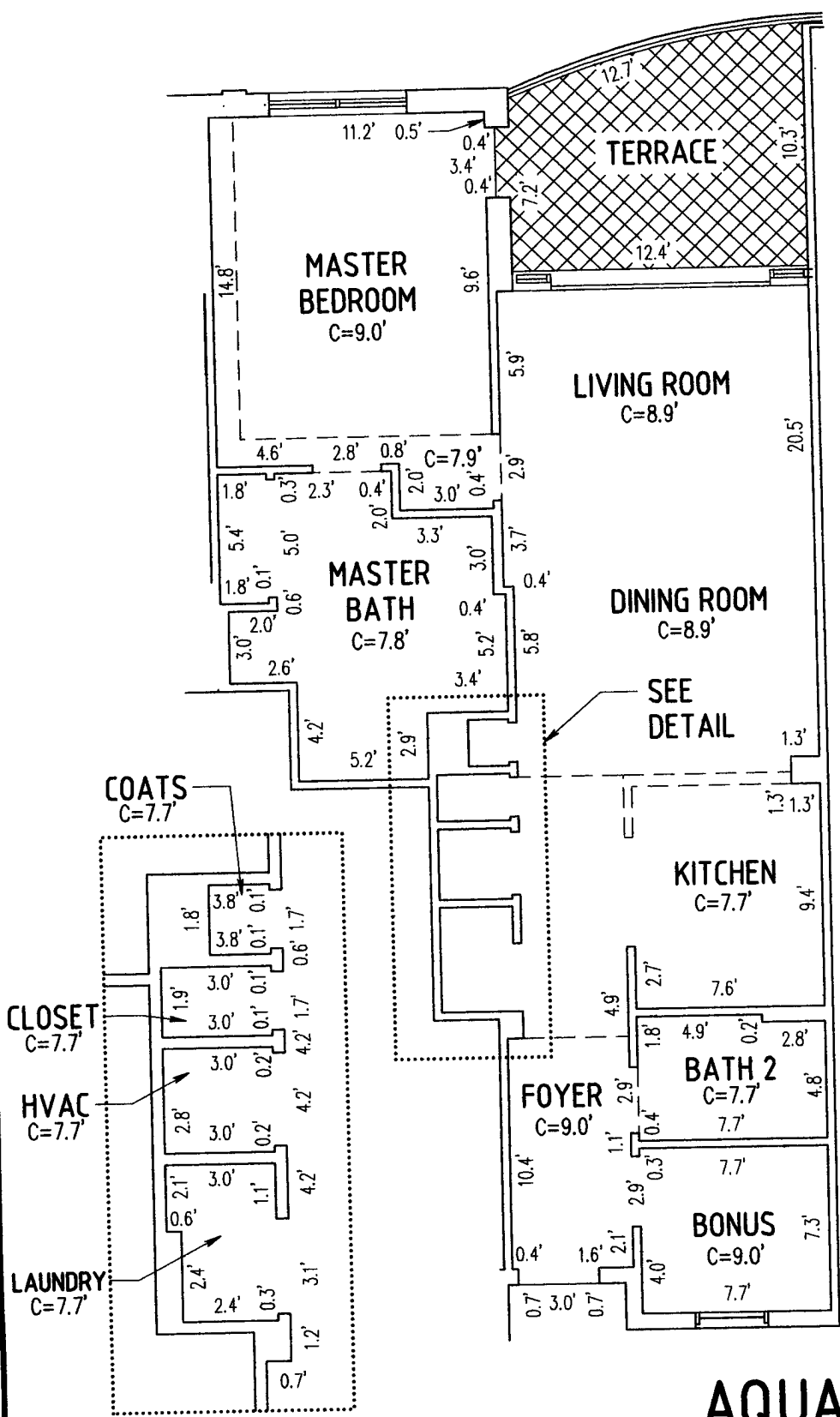
AQUA CONDOMINIUM ROOF PLAN

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 30 OF 74				

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.




LIMITED COMMON
ELEMENTS (L.C.E.)

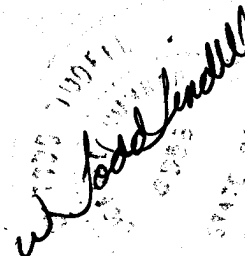
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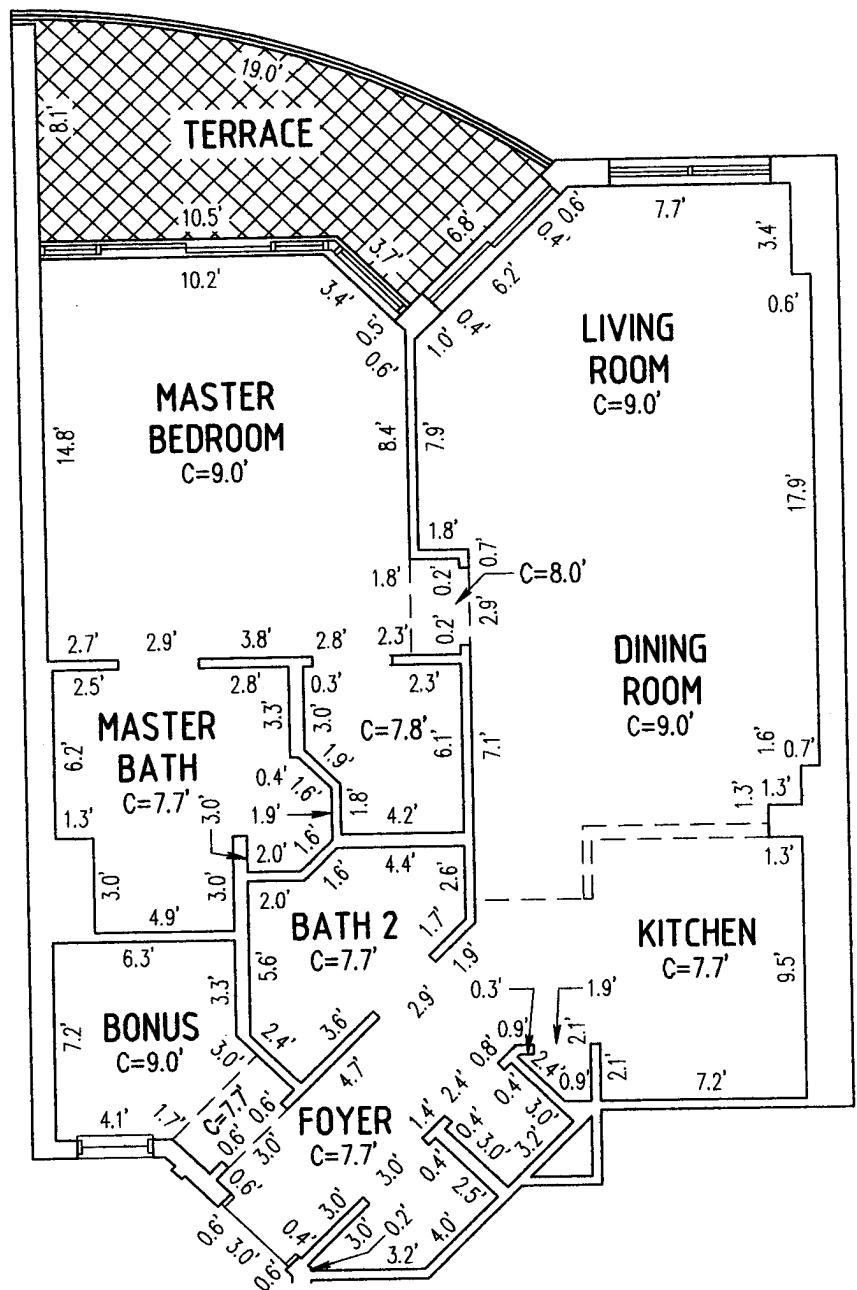
UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	AS BUILT SURVEY		SCALE	NOT TO SCALE					
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN				
REVISED									
REVISED									
REVISED									
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98								
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET								
ELEVATION REFERENCE	890								
F.B.	890	PA.	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	31 OF 74


NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.




LIMITED COMMON
ELEMENTS (L.C.E.)

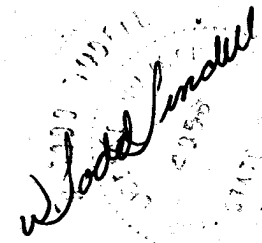
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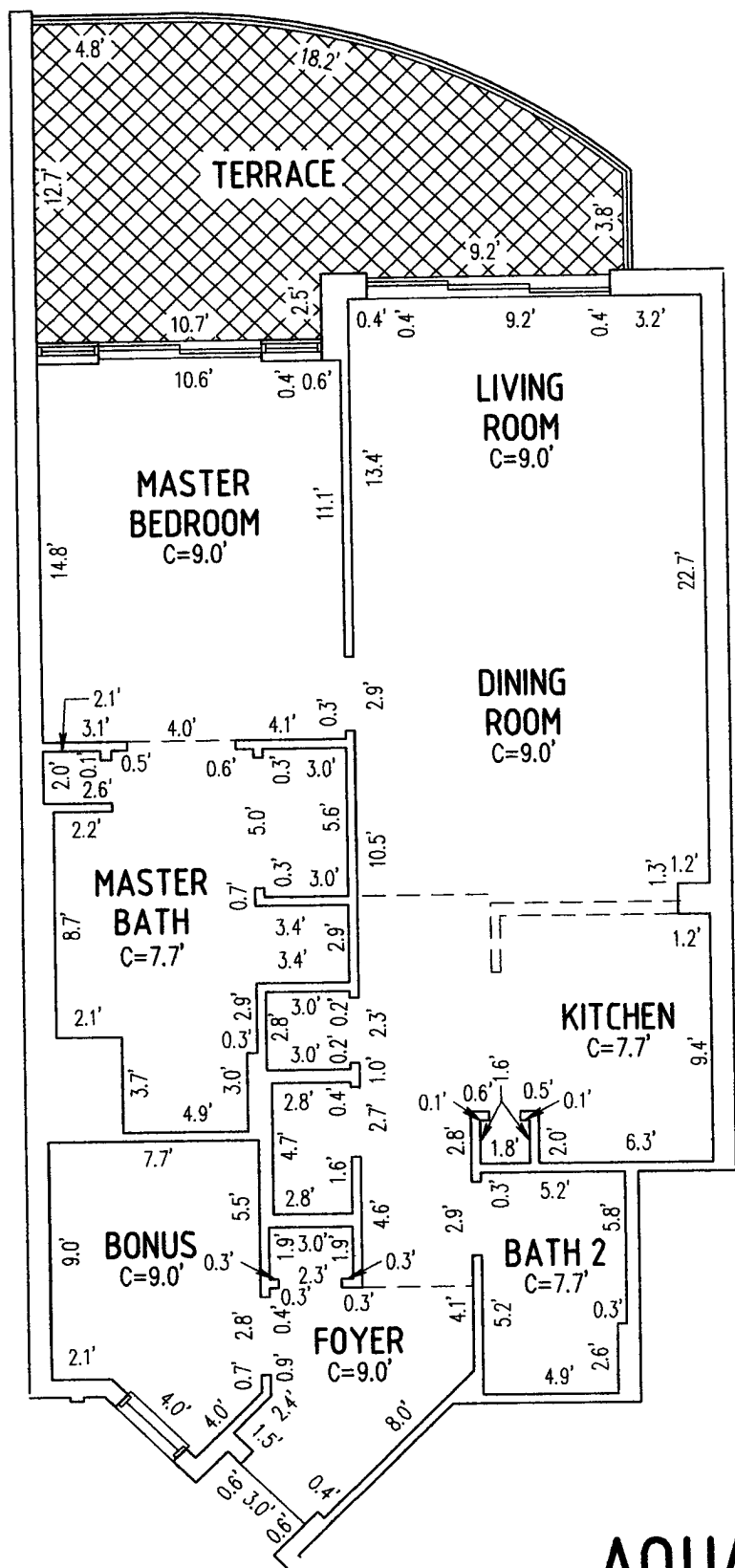
UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890				
F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	32 OF 74


NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM UNIT TYPE A.3 FLOOR PLAN

UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

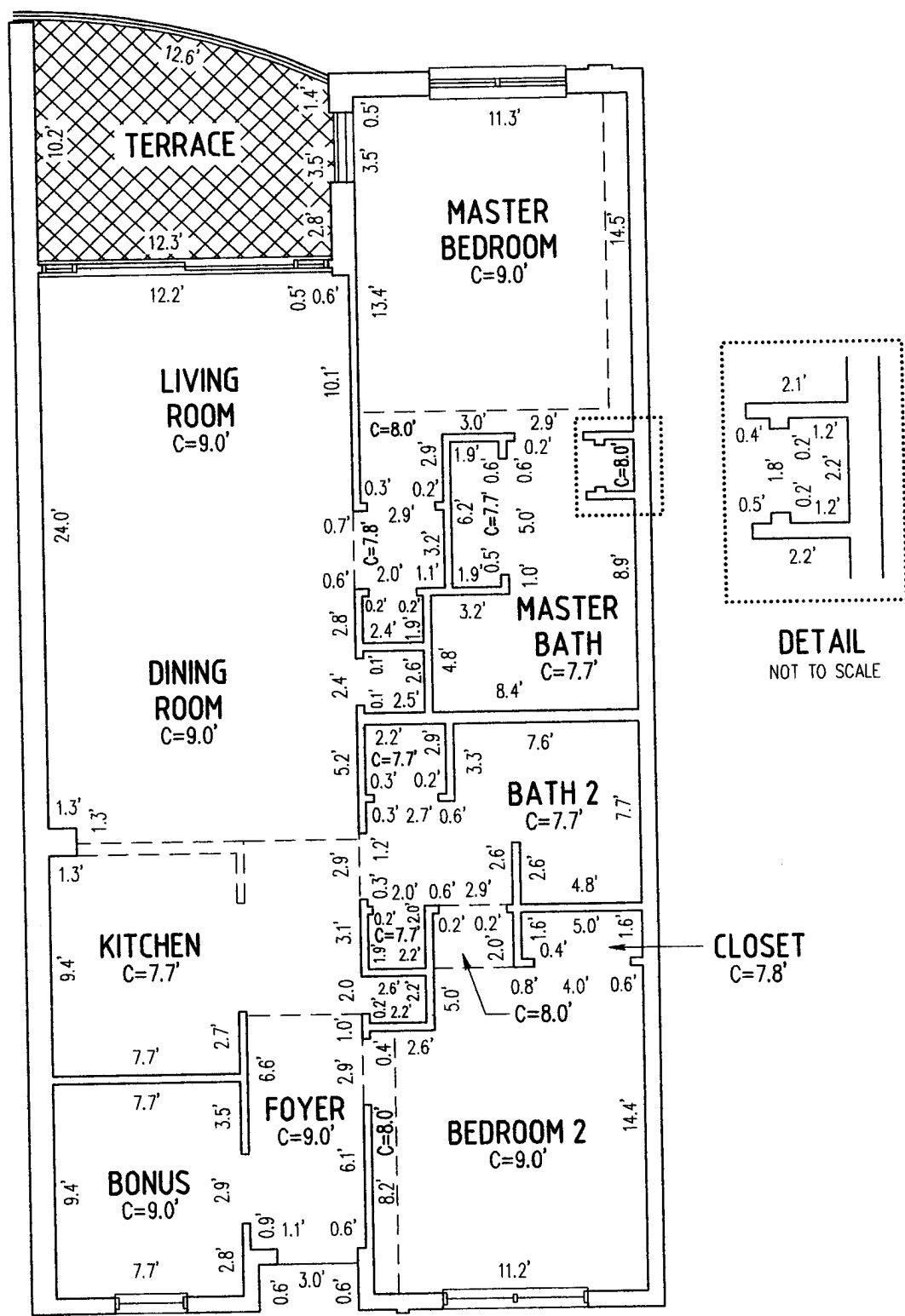
BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 33 OF 74				

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

W. Todd Tindell



LIMITED COMMON
ELEMENTS (L.C.E.)

UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

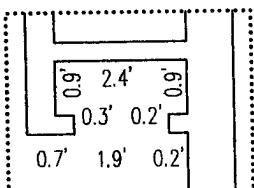
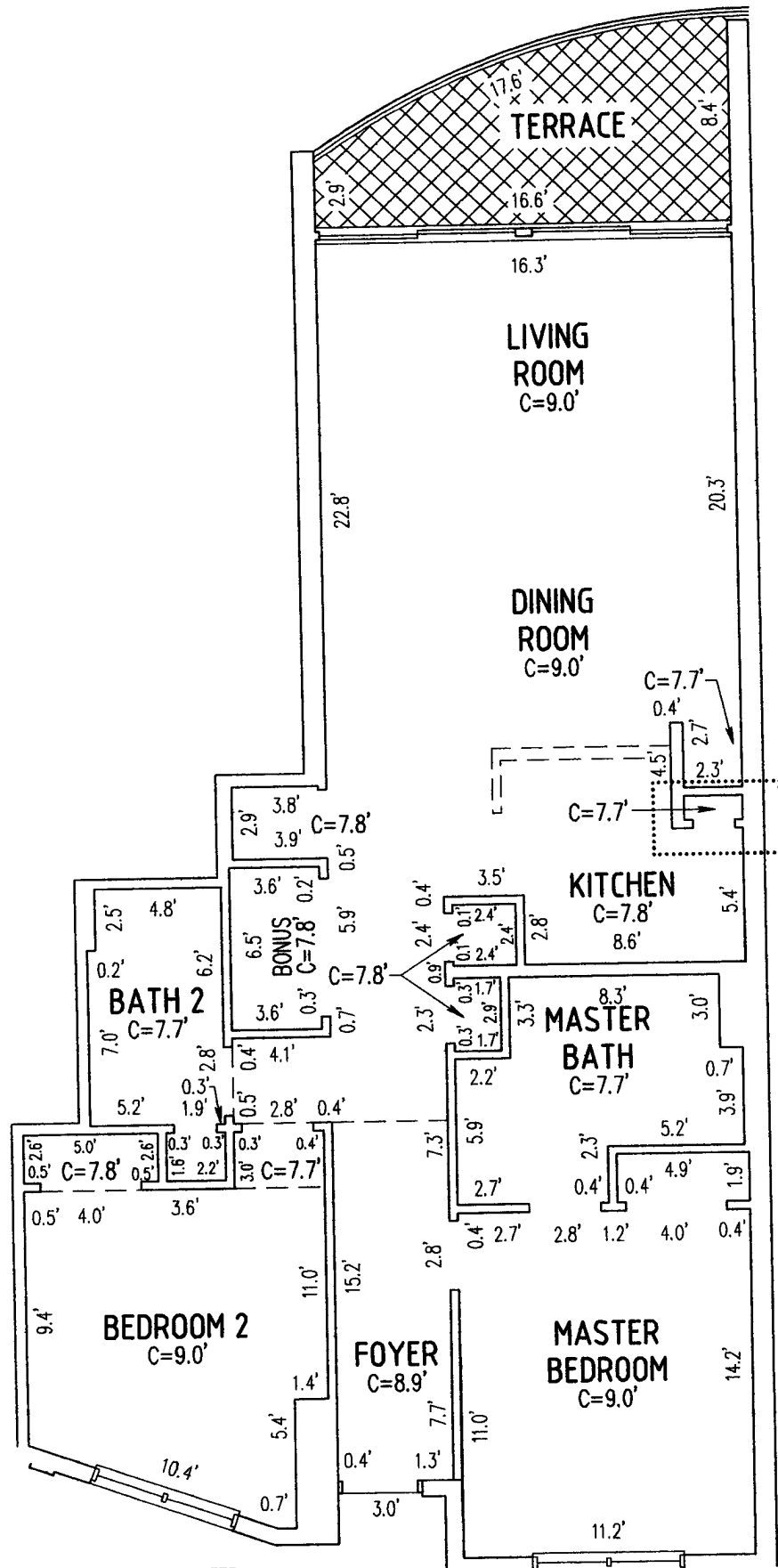
AQUA CONDOMINIUM UNIT TYPE B.1 FLOOR PLAN

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE					
F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	34 OF 74

NOT VALID WITHOUT THE SIGNATURE
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OF A FLORIDA LICENSED SURVEYOR.



DETAIL
NOT TO SCALE


LIMITED COMMON
ELEMENTS (L.C.E.)

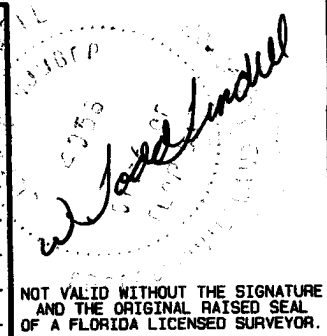
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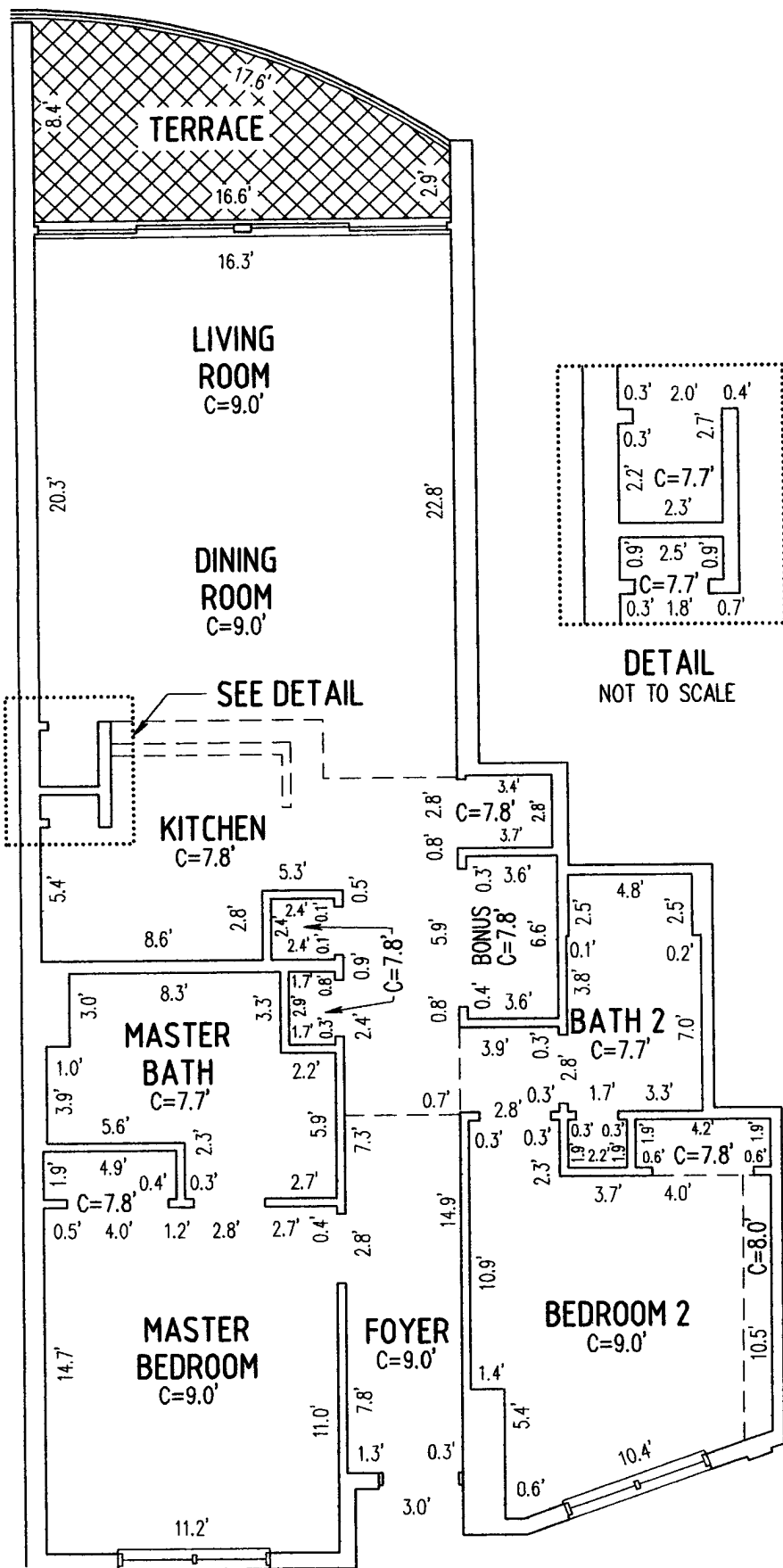
UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890				
F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	35 OF 74


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OF A FLORIDA LICENSED SURVEYOR.



LIMITED COMMON
ELEMENTS (L.C.E.)

UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

AQUA CONDOMINIUM UNIT TYPE B.2 WEST FLOOR PLAN

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

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PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE

SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN

REVISED _____

REVISED _____

REVISED _____

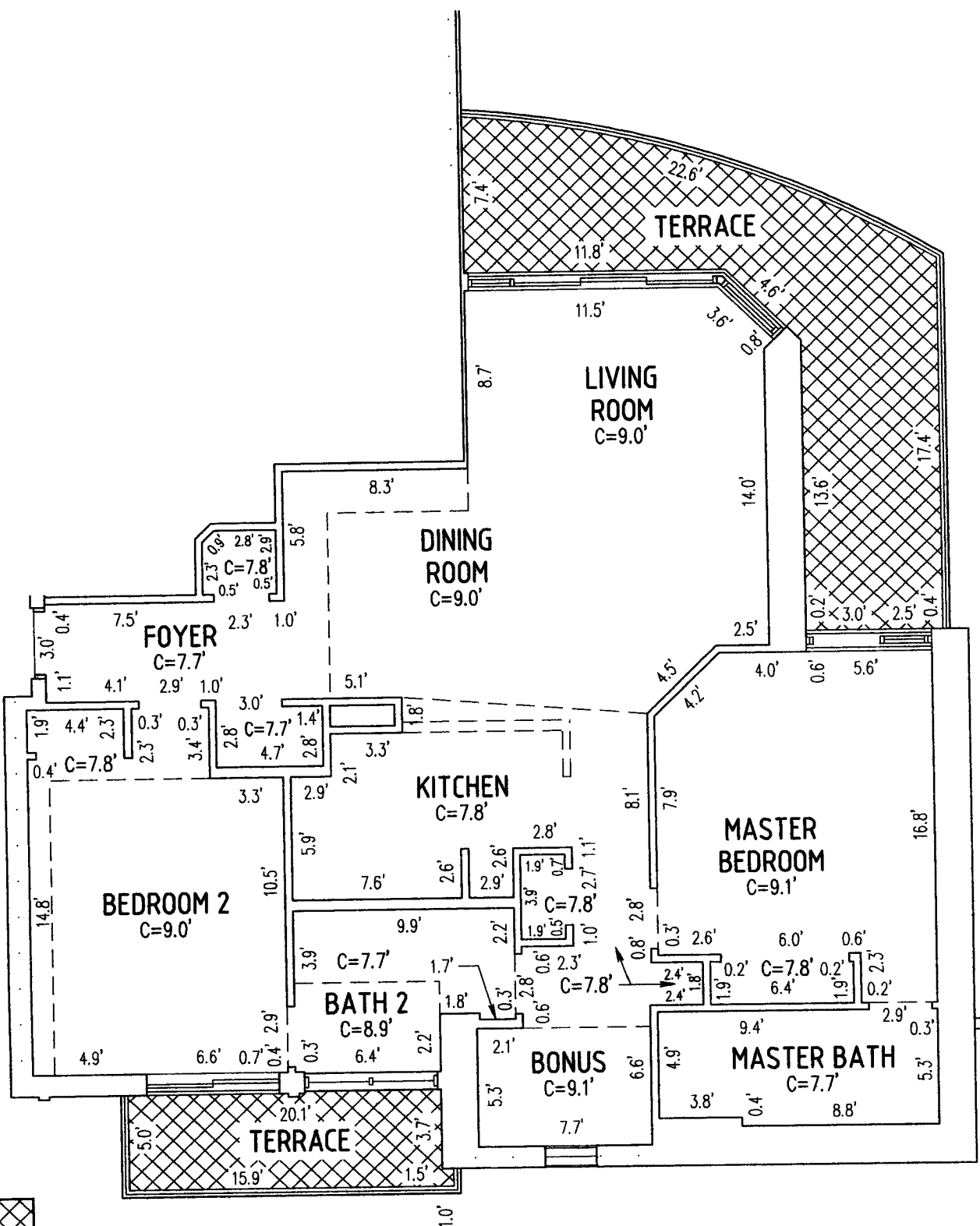
SOURCE OF INFORMATION _____

BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98

ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET

F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 36 OF 74

NOT VALID WITHOUT THE SIGNATURE
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OF A FLORIDA LICENSED SURVEYOR.



 LIMITED COMMON ELEMENTS (L.C.E.)

AQUA CONDOMINIUM UNIT TYPE B.3 FLOOR PLAN

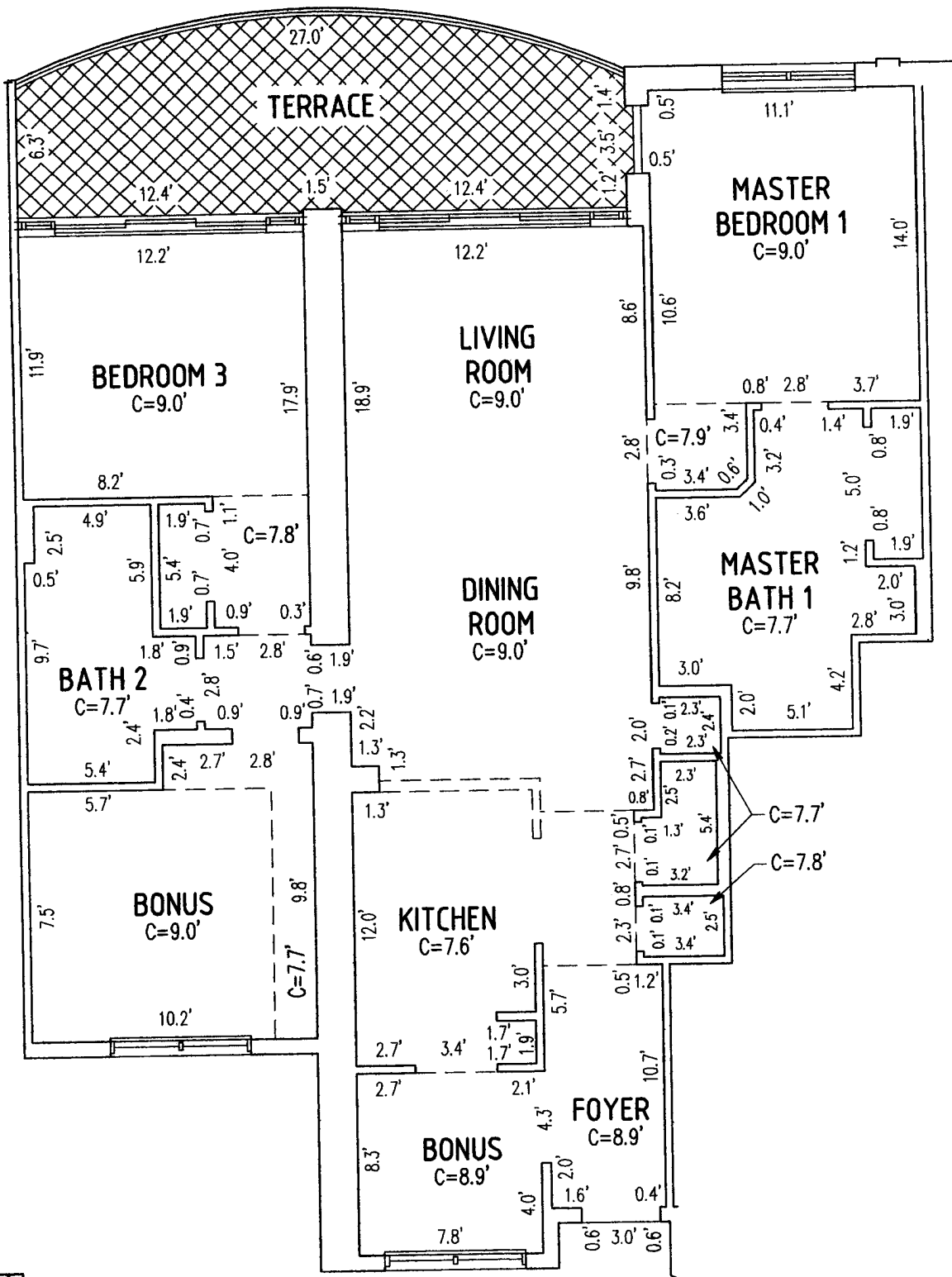
UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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PLAT OF	AS BUILT SURVEY		SCALE	NOT TO SCALE					
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN				
REVISED									
REVISED									
REVISED									
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98								
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET								
ELEVATION REFERENCE									
F.B.	890	PA.	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	37 OF 74


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



LIMITED COMMON
ELEMENTS (L.C.E.)

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AQUA CONDOMINIUM UNIT TYPE B.4 FLOOR PLAN

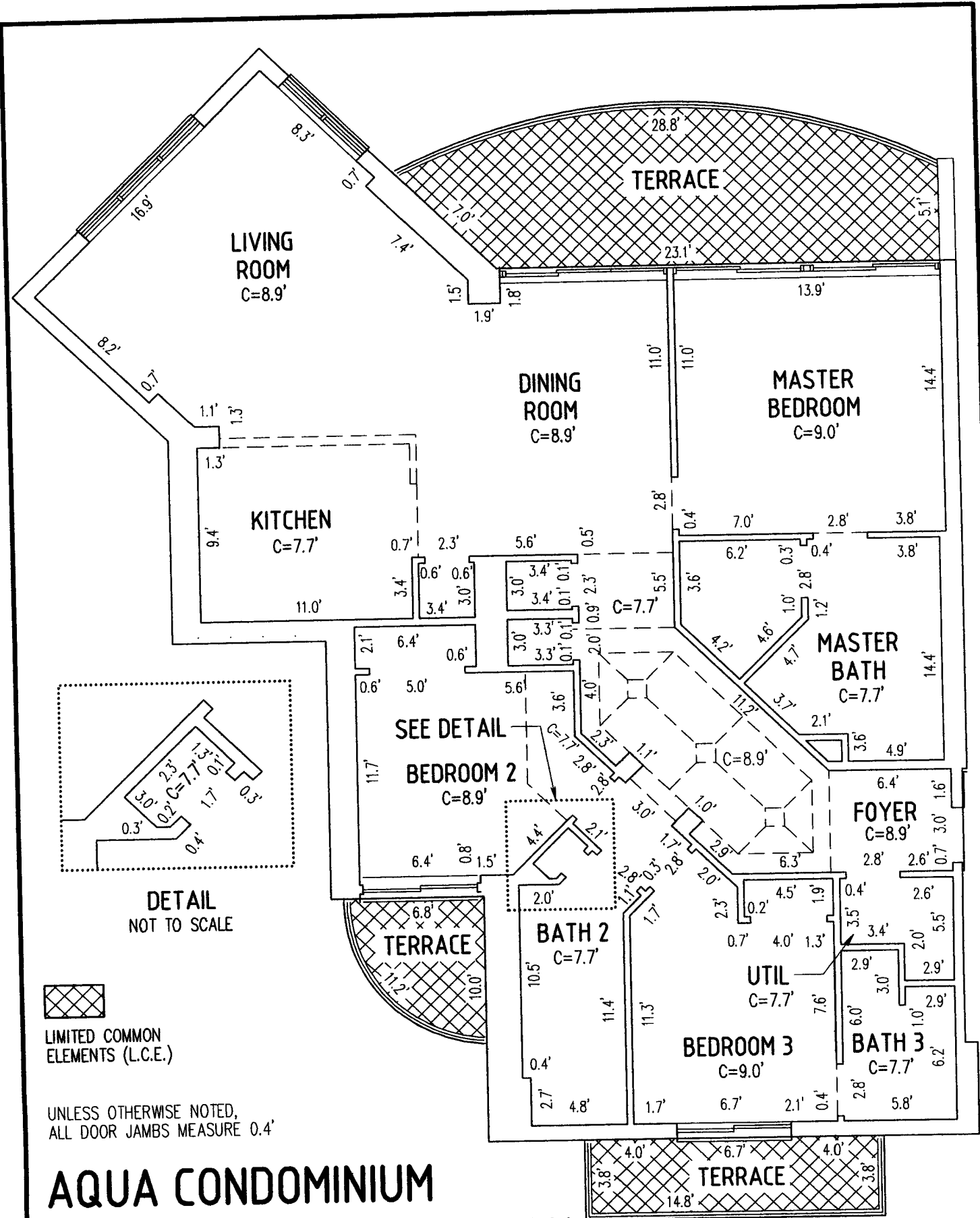
BUCHANAN & HARPER, INC.

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CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	<u>AS BUILT SURVEY</u>			SCALE	<u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN	<u>6-05-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>				
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>				
ELEVATION REFERENCE	<u>890</u>				
F.B.	<u>890</u>	PA.	<u>65</u>	JOB NO.	<u>9471.25</u>
				FILE NO.	<u>A 2212</u>
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NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



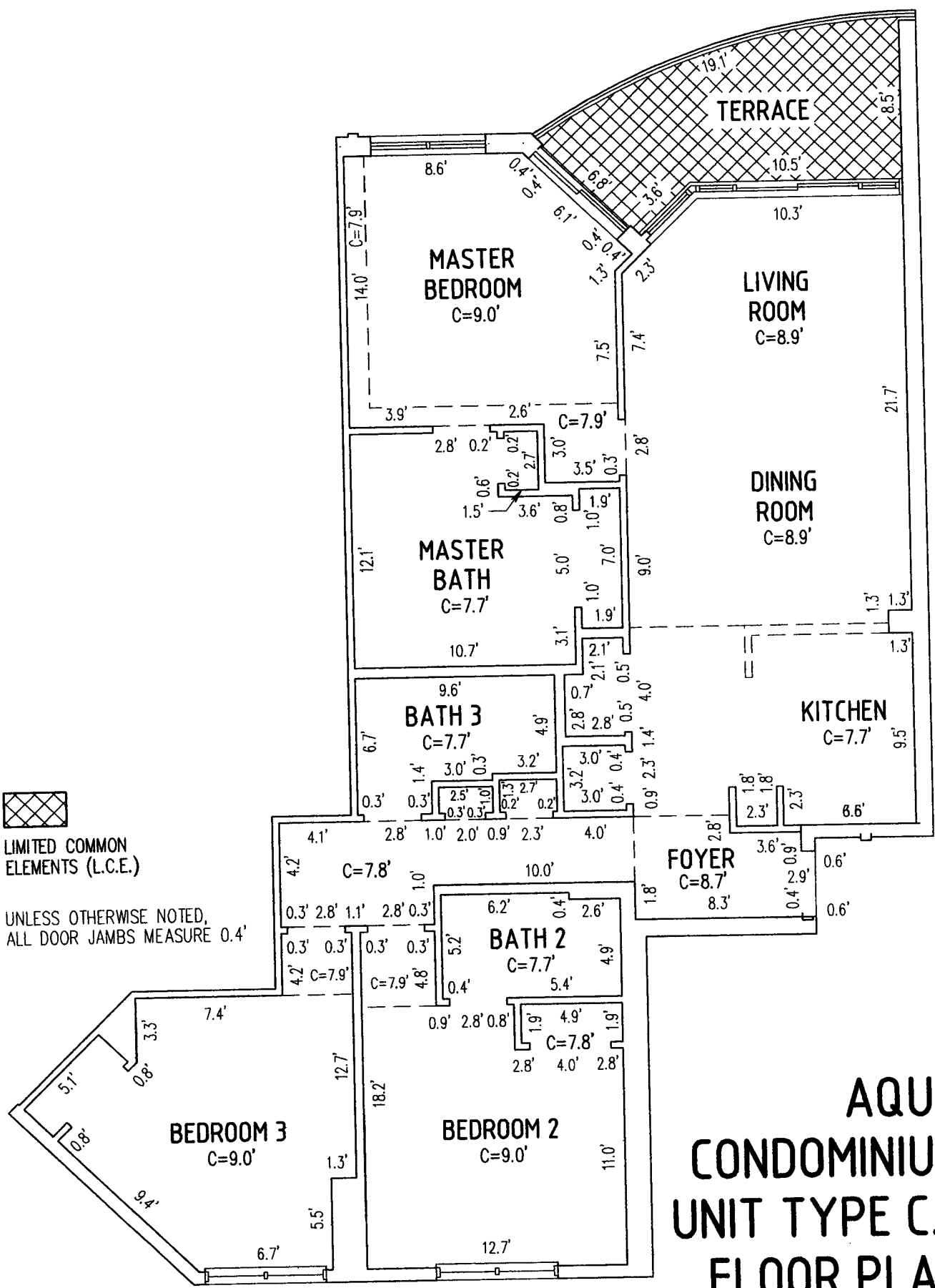
AQUA CONDOMINIUM UNIT TYPE C.1 FLOOR PLAN


BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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PLAT OF	AS BUILT SURVEY		SCALE	NOT TO SCALE					
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN				
REVISED									
REVISED									
REVISED									
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98								
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET								
ELEVATION REFERENCE	890	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	39 OF 74	
F.B.	890	PA.	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	39 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



 LIMITED COMMON ELEMENTS (L.C.E.)
UNLESS OTHERWISE NOTED, ALL DOOR JAMBS MEASURE 0.4'

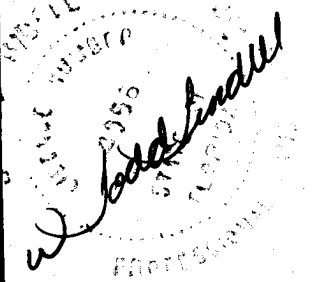
**AQUA
CONDOMINIUM
UNIT TYPE C.2
FLOOR PLAN**

BUCHANAN & HARPER, INC.

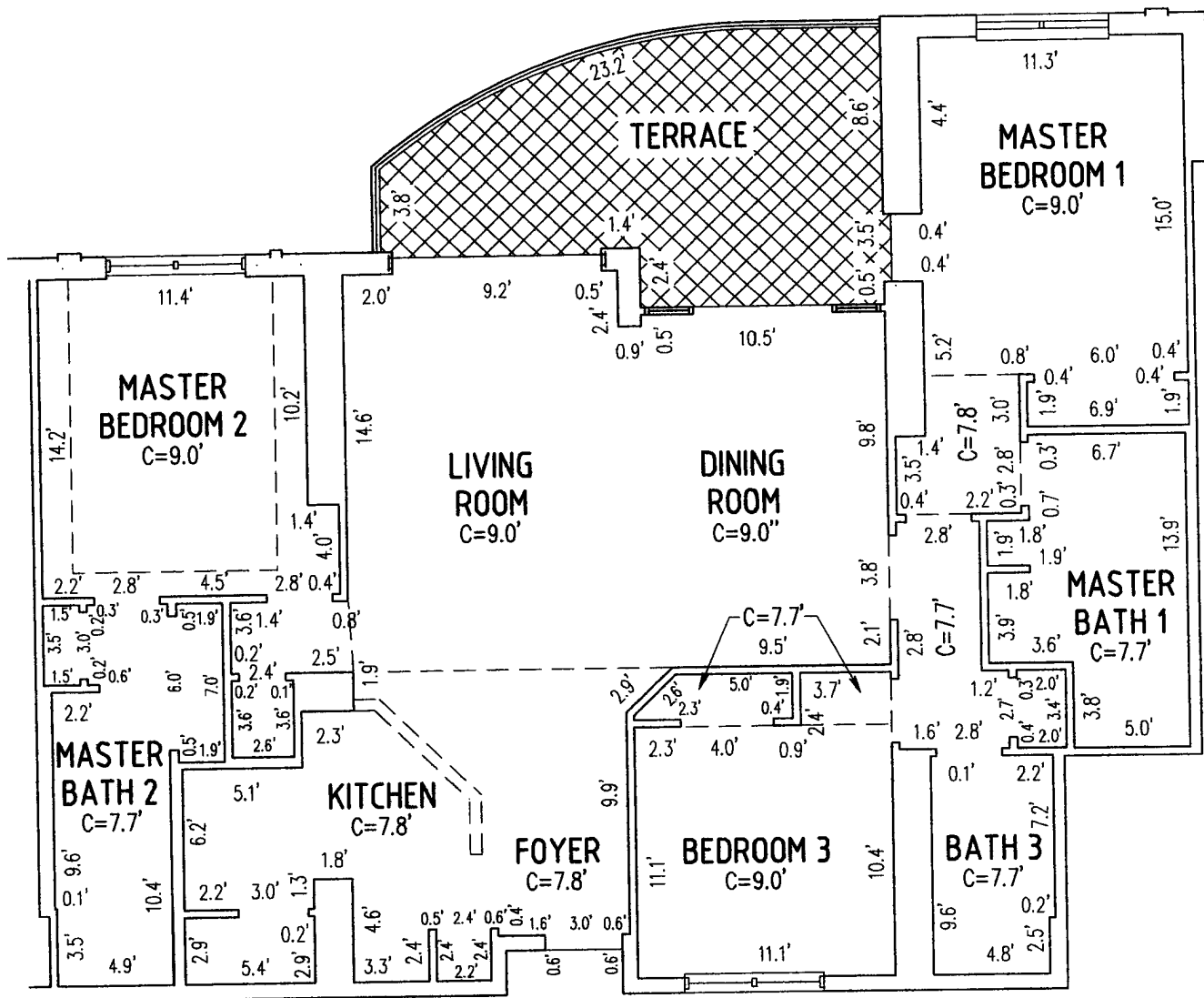
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	AS BUILT SURVEY		SCALE	NOT TO SCALE					
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN				
REVISED									
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SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98								
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET								
ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	40 OF 74



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



LIMITED COMMON
ELEMENTS (L.C.E.)

UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

AQUA CONDOMINIUM UNIT TYPE C.3 FLOOR PLAN

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

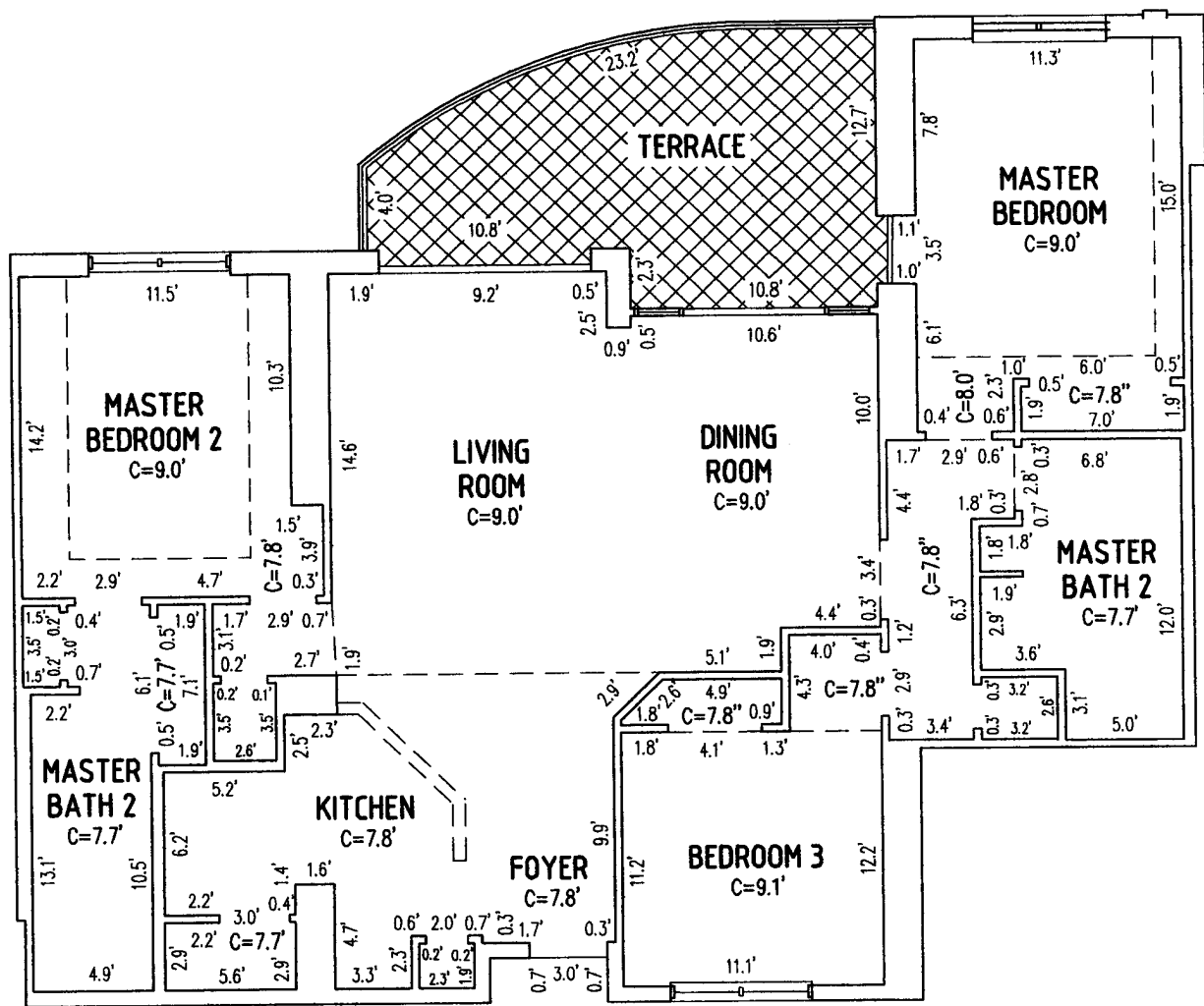
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890				
F.B.	65	JOB NO.	9471.25	FILE NO.	A 2212
PA.				SHEET NO.	41 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



LIMITED COMMON
ELEMENTS (L.C.E.)

UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

AQUA CONDOMINIUM UNIT TYPE C.3 MODIFIED FLOOR PLAN

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

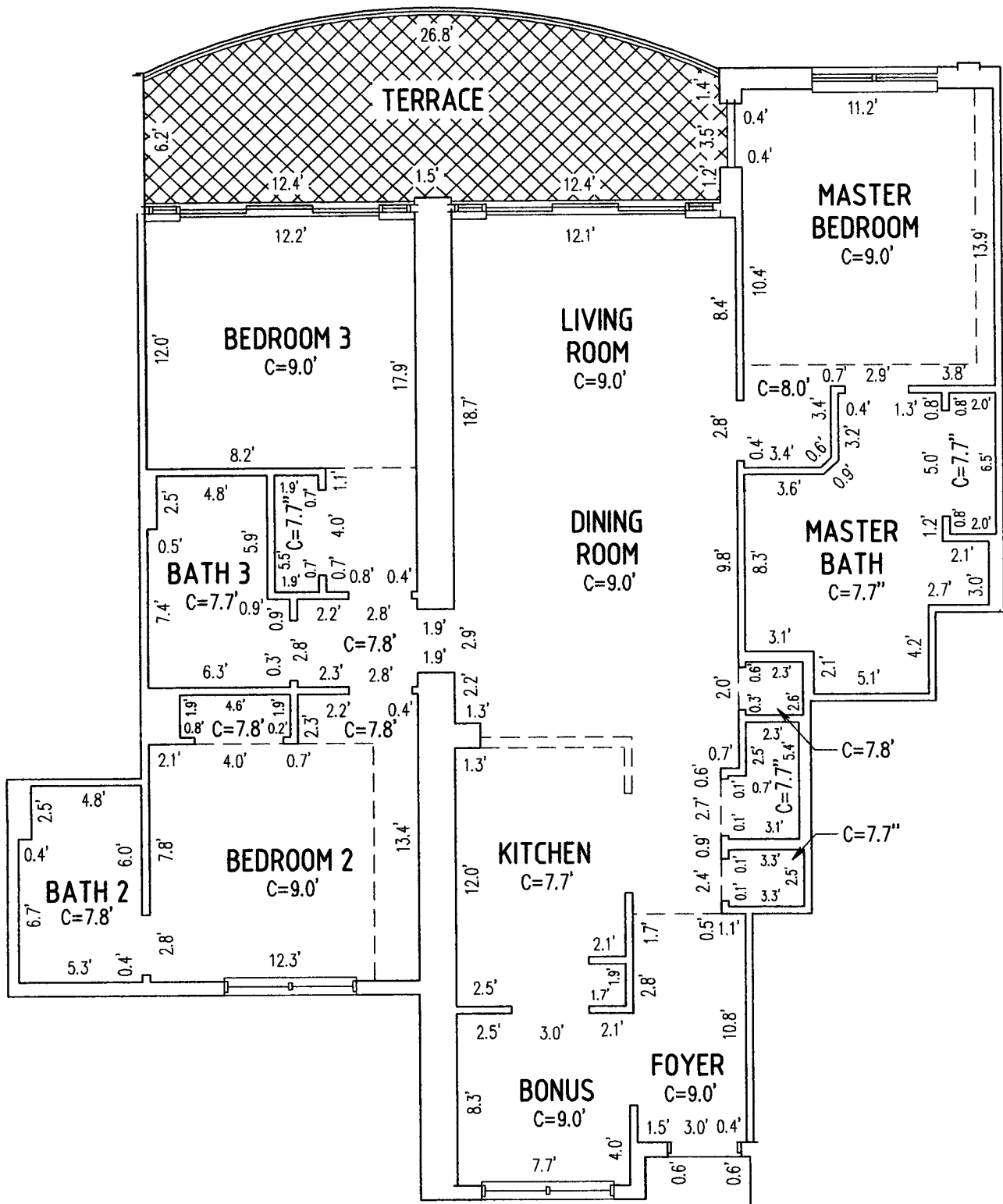
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	65	9471.25	FILE NO.	A 2212
F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	42 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM UNIT TYPE C.4 FLOOR PLAN

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

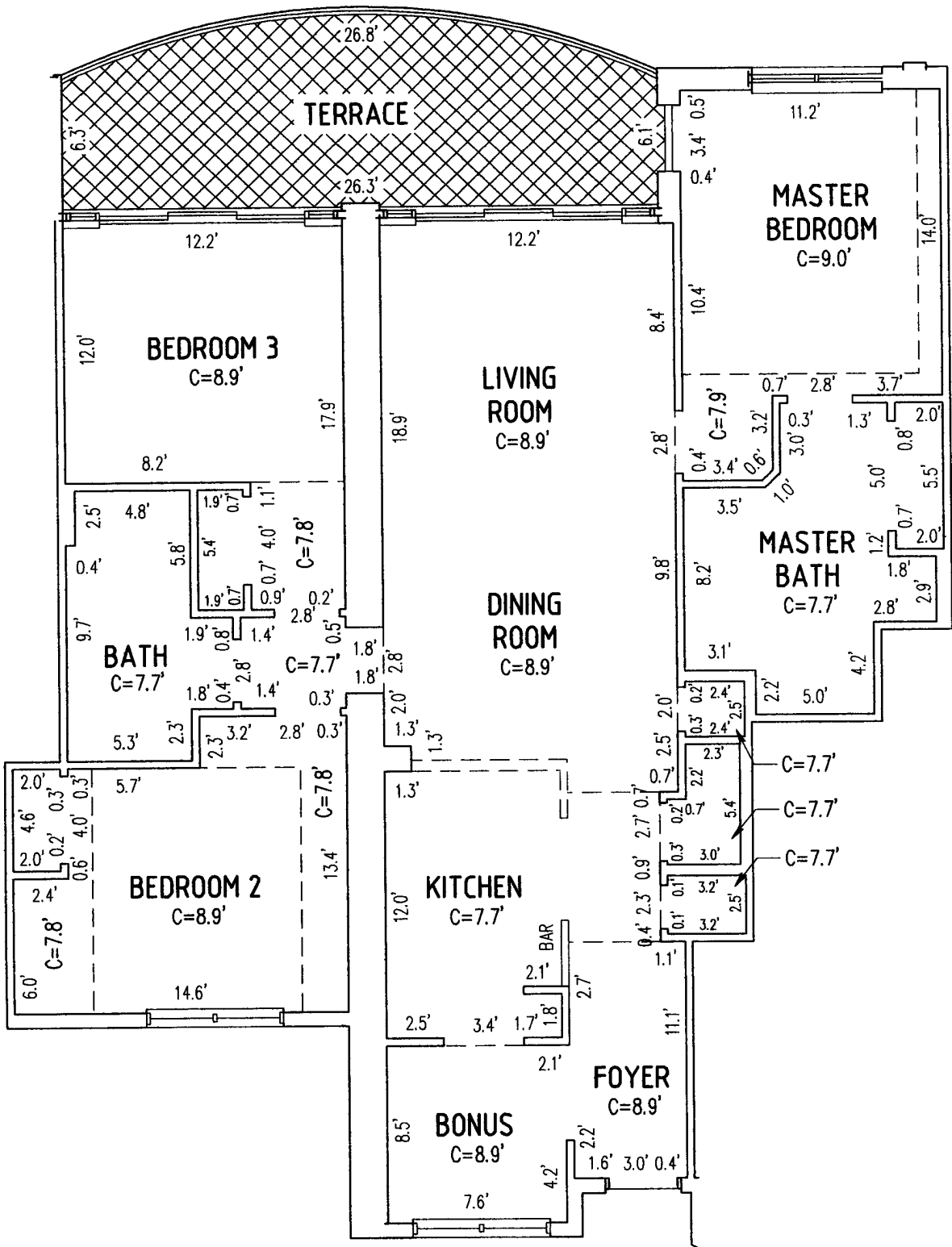
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-06, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE					
F.B.	890	PA.	65	JOB NO.	9471.25
FILE NO.	A 2212	SHEET NO.	43 OF 74		

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



LIMITED COMMON
ELEMENTS (L.C.E.)

UNLESS OTHERWISE NOTED,
ALL DOOR JAMBS MEASURE 0.4'

AQUA CONDOMINIUM UNIT TYPE C.4 MODIFIED FLOOR PLAN

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

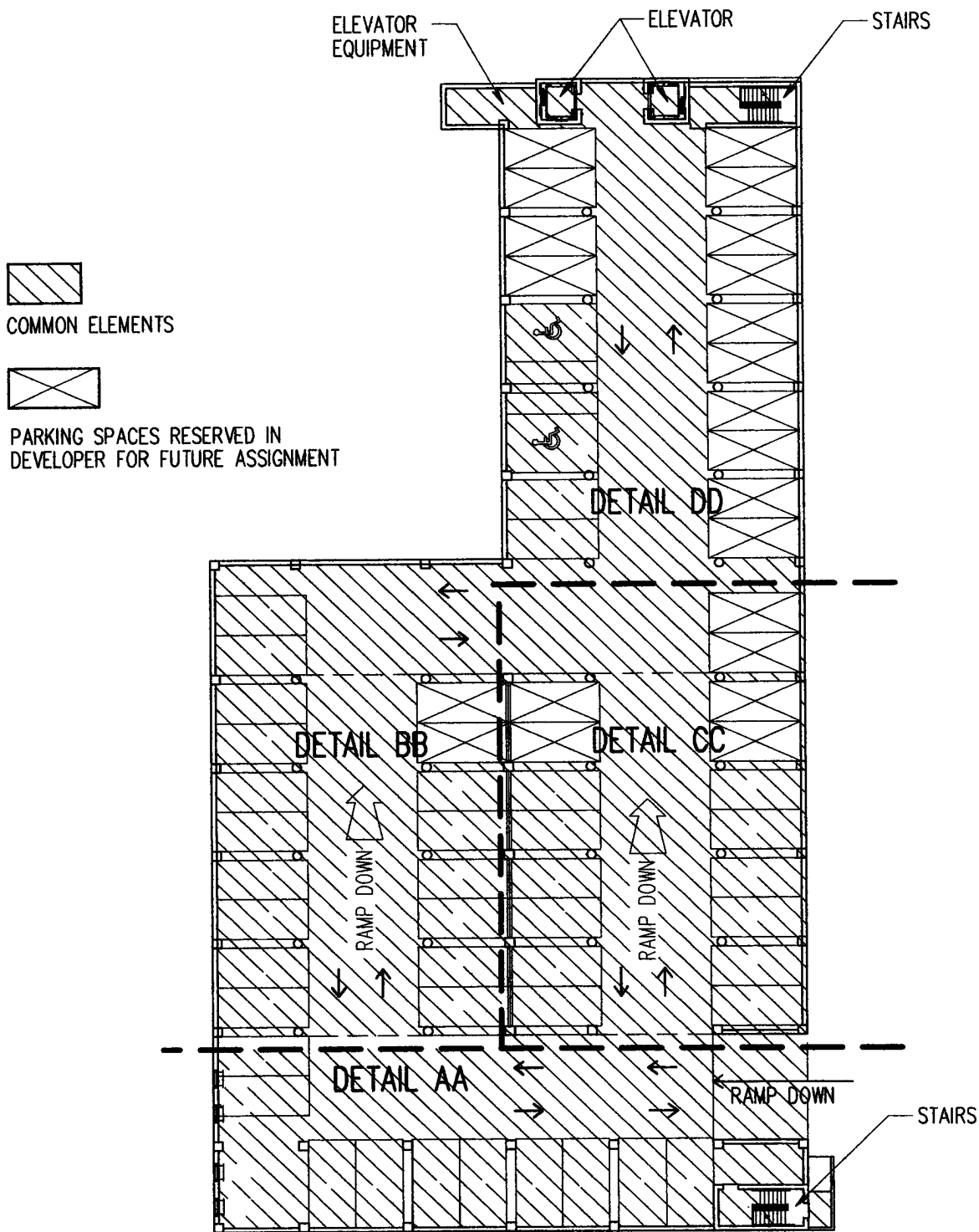
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY		SCALE	NOT TO SCALE					
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN				
REVISED									
REVISED									
REVISED									
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98								
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET								
ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25	FILE NO.	A 2212	SHEET NO.	44 OF 74

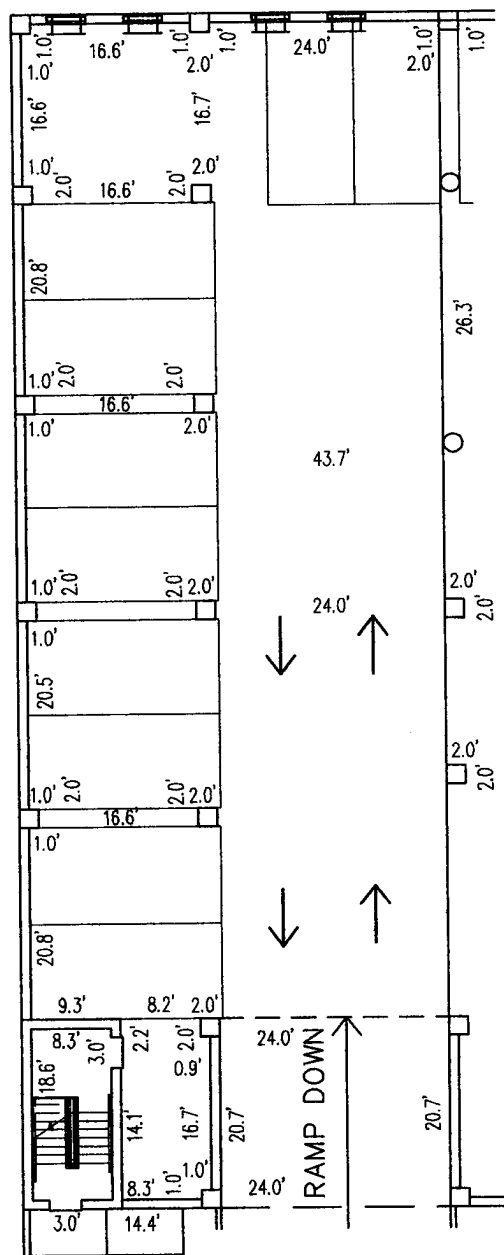
NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM
BASEMENT LEVEL PARKING
COMMON ELEMENTS

BUCHANAN & HARPER, INC. ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE CERTIFICATE OF AUTHORIZATION NUMBER: 2372 735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427			
THE UNDERSIGNED, <u>W. TODD TINDELL</u> , FLORIDA LAND SURVEYOR NO. <u>4958</u> , HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.			
PLAT OF	<u>AS BUILT SURVEY</u>		SCALE <u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN <u>6-05-07</u>	IMPROVEMENTS <u>VISIBLE AS SHOWN</u>
REVISED			
REVISED			
REVISED			
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>		
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>		
ELEVATION REFERENCE			
F.B. <u>890</u>	PA. <u>65</u>	JOB NO. <u>9471.25</u>	FILE NO. <u>A 2212</u> SHEET NO. <u>45 OF 74</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA PARKING GARAGE BASEMENT LEVEL PARKING - DETAIL AA

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

CERTIFICATE OF AUTHORIZATION NUMBER: 2572
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE

SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN

REVISÉ.

REVISÉ.

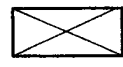
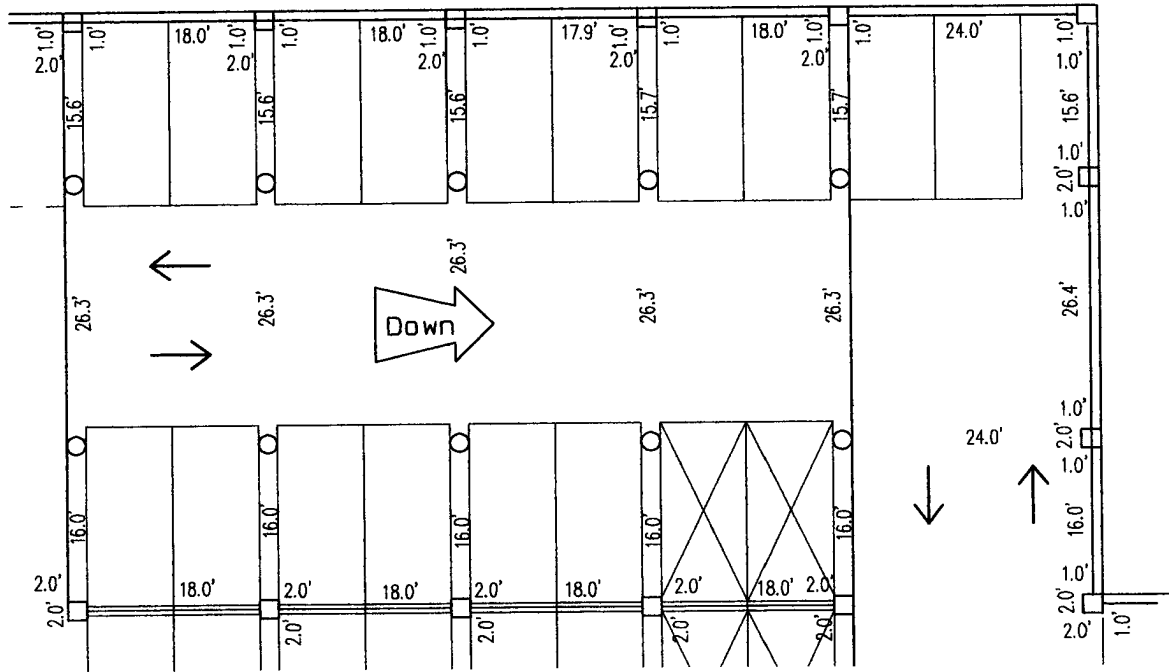
SOURCE OF INFORMATION

SOURCE OF INFORMATION S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98

FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET

ELEVATION REFERENCE _____
 E.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 46 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

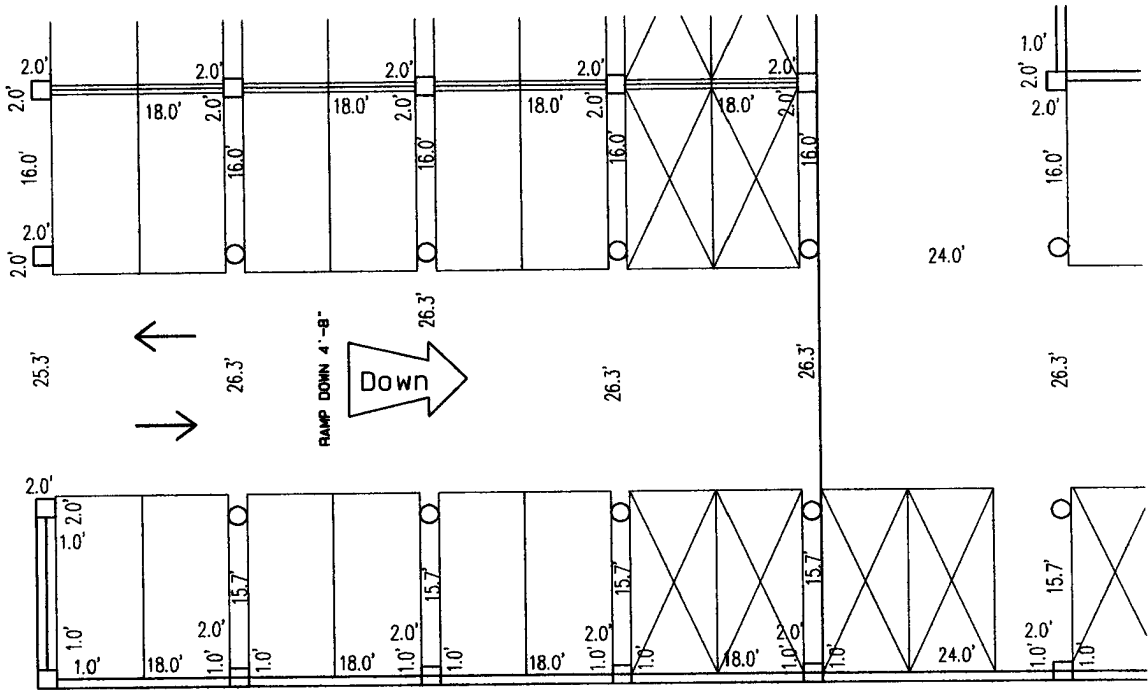
AQUA PARKING GARAGE BASEMENT LEVEL PARKING - DETAIL BB

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890 65 9471.25 A 2212 47 OF 74				
F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	47 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA PARKING GARAGE BASEMENT LEVEL PARKING - DETAIL CC



PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

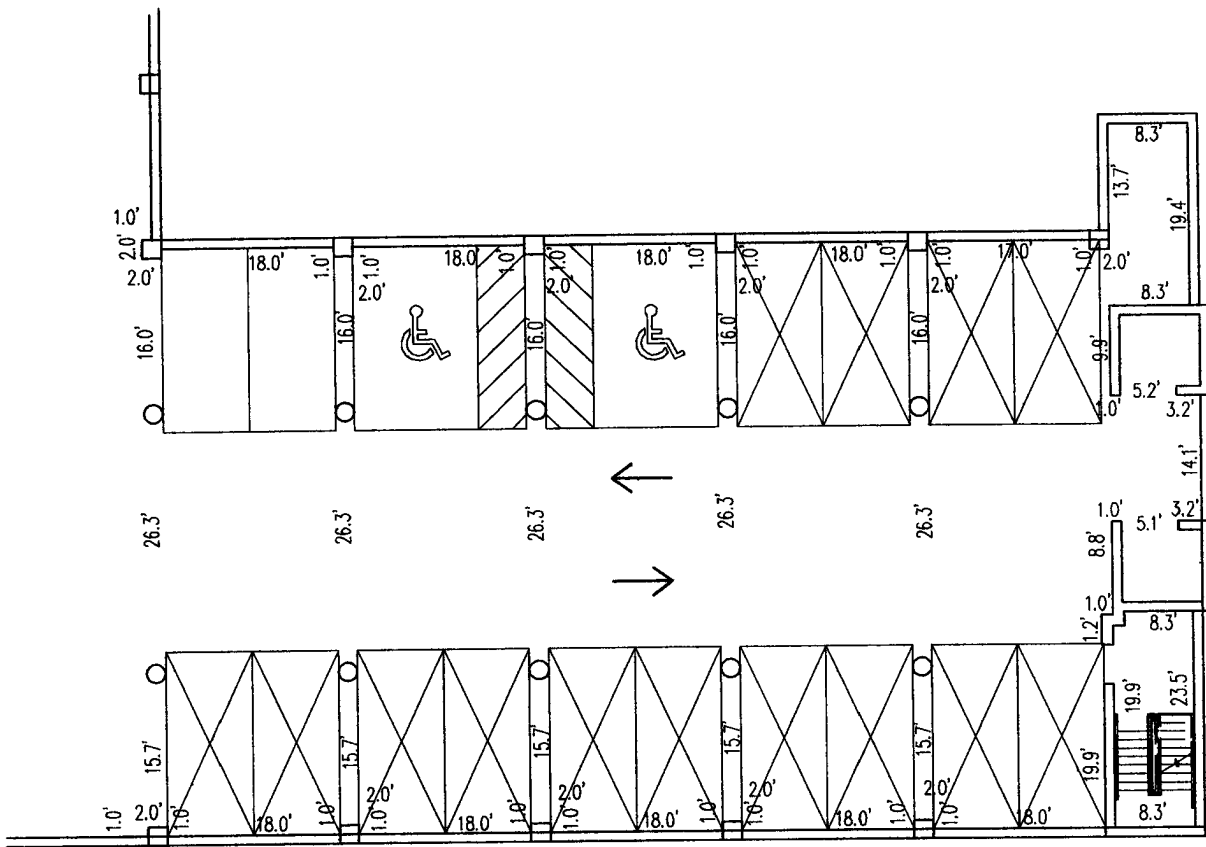
BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

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PLAT OF	<u>AS BUILT SURVEY</u>			SCALE	<u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN	<u>6-05-07</u>	IMPROVEMENTS	<u>VISIBLE AS SHOWN</u>
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>				
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>				
ELEVATION REFERENCE	<u>890</u>	PA.	<u>65</u>	JOB NO.	<u>9471.25</u>
F.B.	<u>890</u>	PA.	<u>65</u>	FILE NO.	<u>A 2212</u>
				SHEET NO.	<u>48 OF 74</u>

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA PARKING GARAGE BASEMENT LEVEL PARKING - DETAIL DD

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

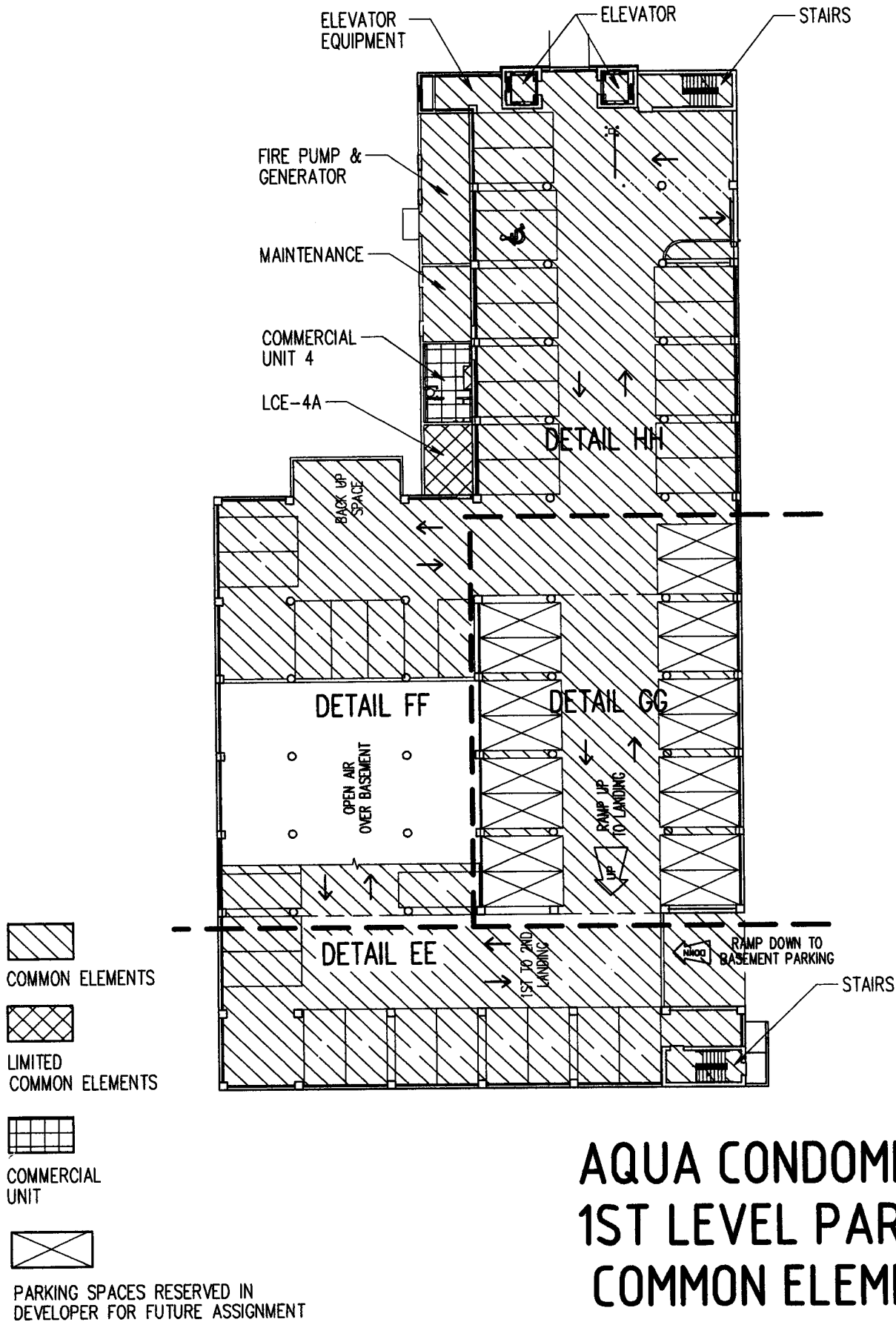
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	65	JOB NO.	9471.25	FILE NO. A 2212 SHEET NO. 49 OF 74
F.B.	890	PA.	65	JOB NO.	9471.25

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA CONDOMINIUM 1ST LEVEL PARKING COMMON ELEMENTS

BUCHANAN & HARPER, INC. ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE CERTIFICATE OF AUTHORIZATION NUMBER: 2372 735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427			
THE UNDERSIGNED, <u>W. TODD TINDELL</u> , FLORIDA LAND SURVEYOR NO. <u>4958</u> , HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.			
PLAT OF	<u>AS BUILT SURVEY</u>		SCALE <u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN <u>6-05-07</u>	IMPROVEMENTS <u>VISIBLE AS SHOWN</u>
REVISED			
REVISED			
REVISED			
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>		
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>		
ELEVATION REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>		
F.B.	<u>890</u>	PA.	<u>65</u>
JOB NO.	<u>9471.25</u>	FILE NO.	<u>A 2212</u>
SHEET NO.	<u>50 OF 74</u>		

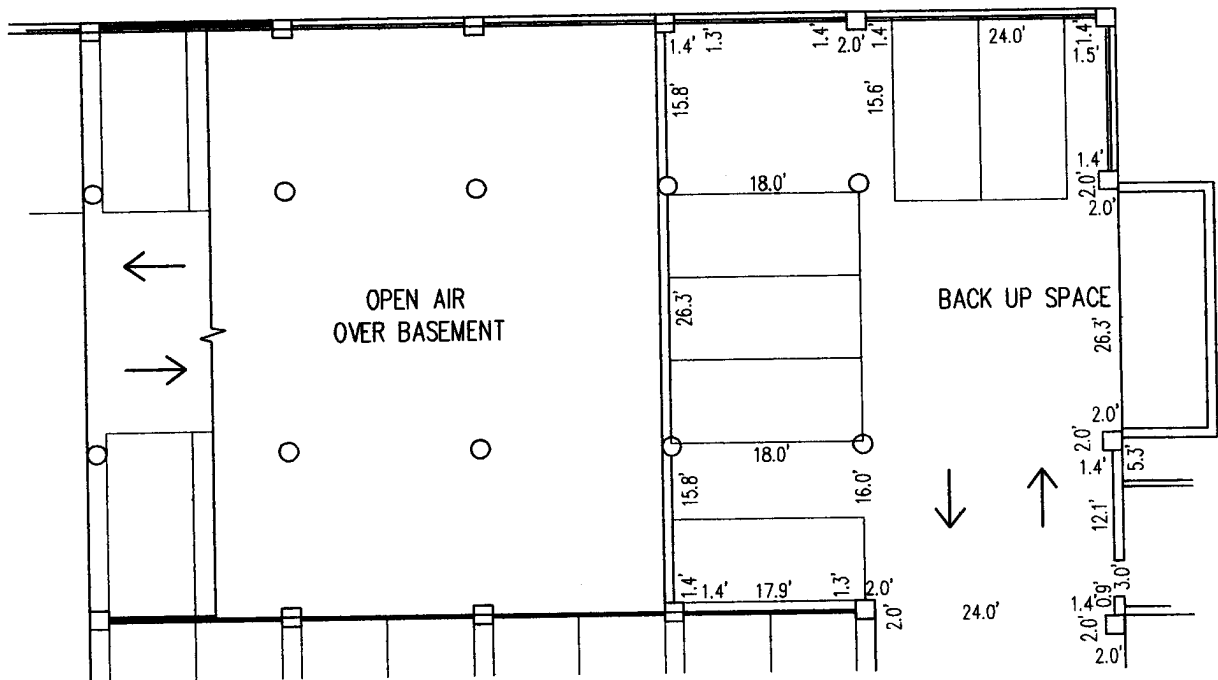
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

AQUA PARKING GARAGE

1ST LEVEL PARKING - DETAIL EE

PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
 SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
 REVISED _____
 REVISED _____
 REVISED _____
 SOURCE OF INFORMATION _____
 BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
 ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
 F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 51 OF 74

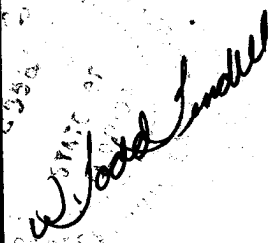
NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



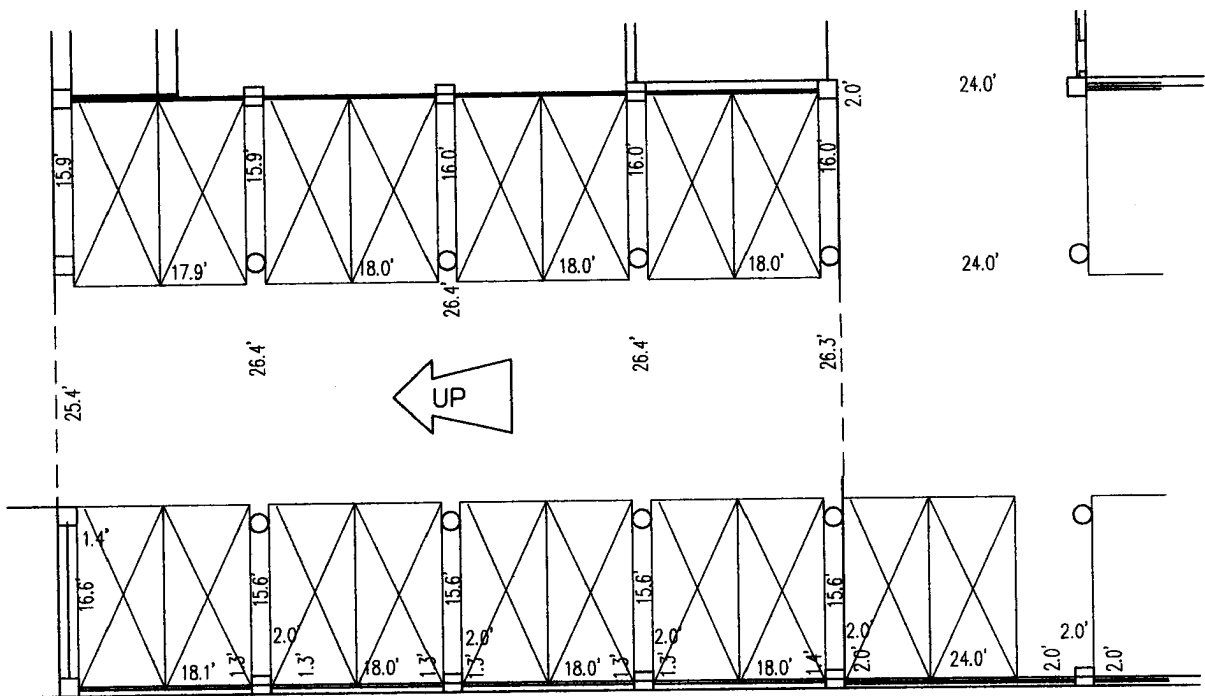
AQUA PARKING GARAGE

1ST LEVEL PARKING - DETAIL FF

BUCHANAN & HARPER, INC.			
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE			
CERTIFICATE OF AUTHORIZATION NUMBER: 2372			
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427			
THE UNDERSIGNED, <u>W. TODD TINDELL</u> , FLORIDA LAND SURVEYOR NO. <u>4958</u> , HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.			
PLAT OF	<u>AS BUILT SURVEY</u>		SCALE <u>NOT TO SCALE</u>
SURVEYED	<u>5-17-07</u>	DRAWN <u>6-05-07</u>	IMPROVEMENTS <u>VISIBLE AS SHOWN</u>
REVISED			
REVISED			
REVISED			
SOURCE OF INFORMATION	<u>S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98</u>		
BEARING REFERENCE	<u>FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET</u>		
ELEVATION REFERENCE	<u>890</u> <u>65</u> <u>9471.25</u> <u>A 2212</u> <u>52 OF 74</u>		
F.B.	PA.	JOB NO.	FILE NO. SHEET NO.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA PARKING GARAGE 1ST LEVEL PARKING - DETAIL GG

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

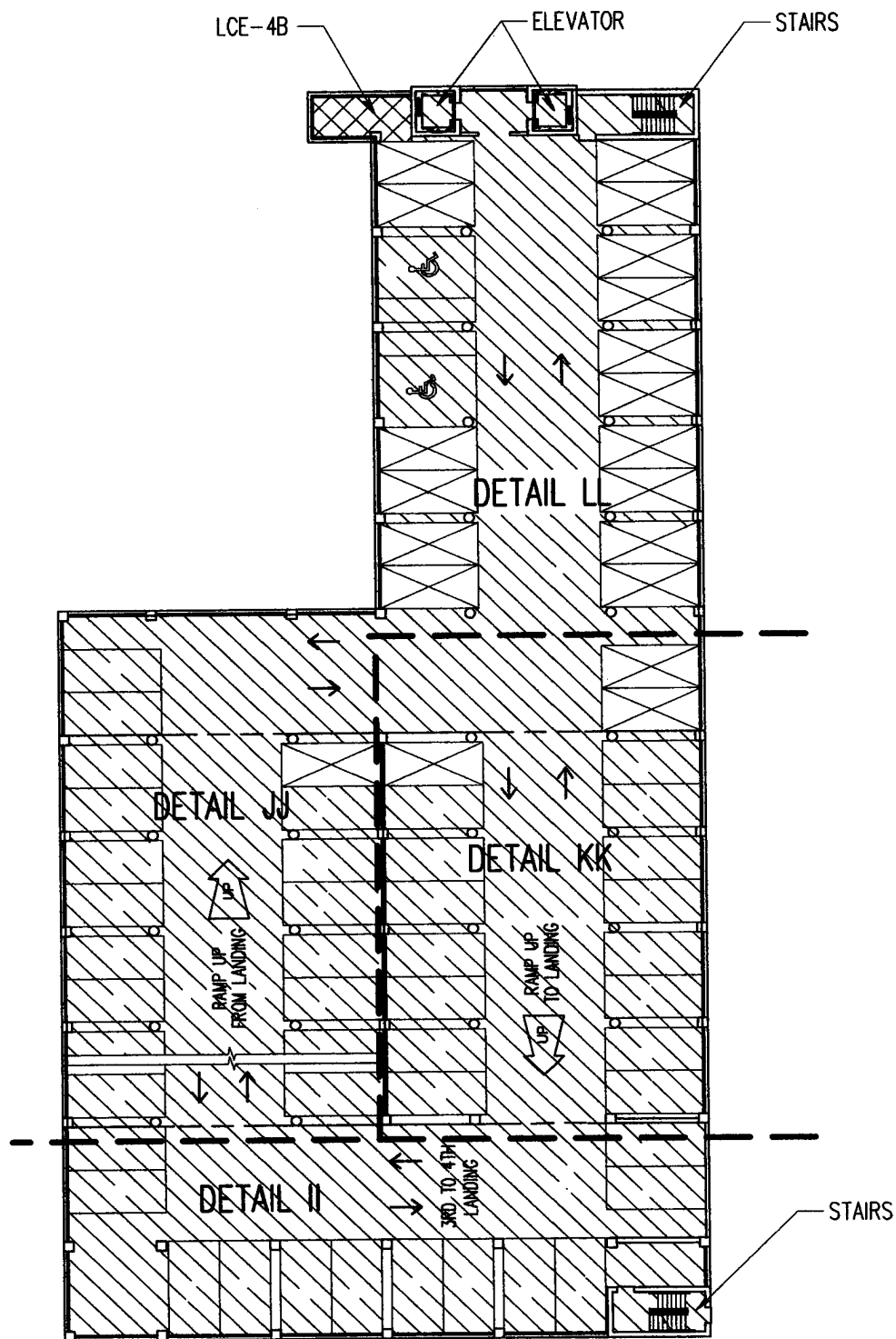
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25
F.B.	890	PA.	65	FILE NO.	A 2212
				SHEET NO.	53 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



COMMON ELEMENTS

LIMITED
COMMON ELEMENTS

PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA CONDOMINIUM 2ND LEVEL PARKING COMMON ELEMENTS

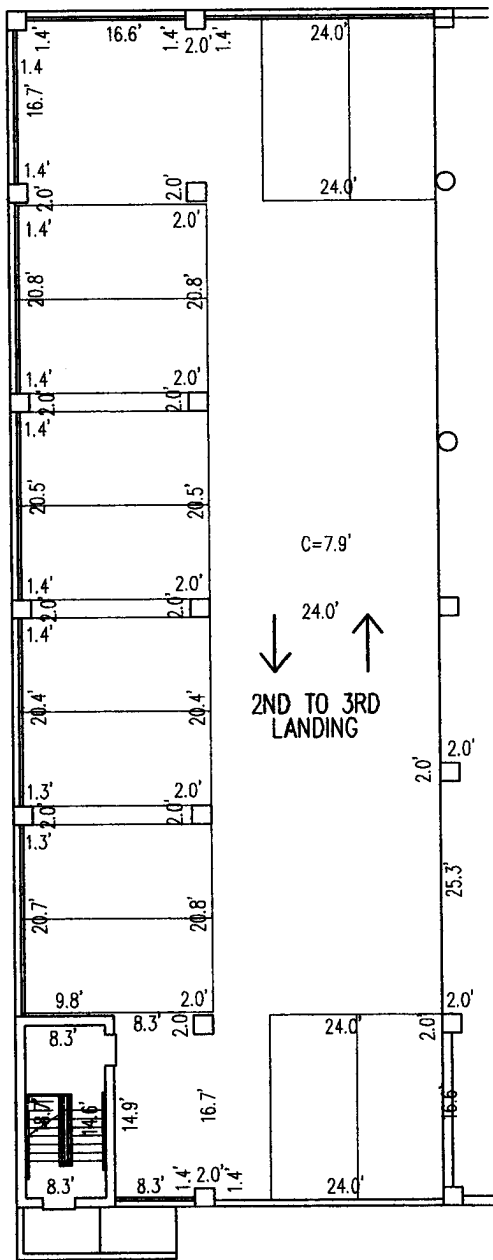
BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 768-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61, §17-8, FLORIDA ADMINISTRATIVE CODE.

PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
REVISED _____
REVISED _____
REVISED _____
SOURCE OF INFORMATION _____
BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 55 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA PARKING GARAGE 2ND LEVEL PARKING - DETAIL II

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61617, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
SURVEYED	5-17-07	DRAWN	6-05-07	IMPROVEMENTS	VISIBLE AS SHOWN
REVISED					
REVISED					
REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	890	65	9471.25	FILE NO.	A 2212
F.B.	890	PA.	65	JOB NO.	9471.25
				FILE NO.	A 2212
				SHEET NO.	56 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

W. Todd Tindell

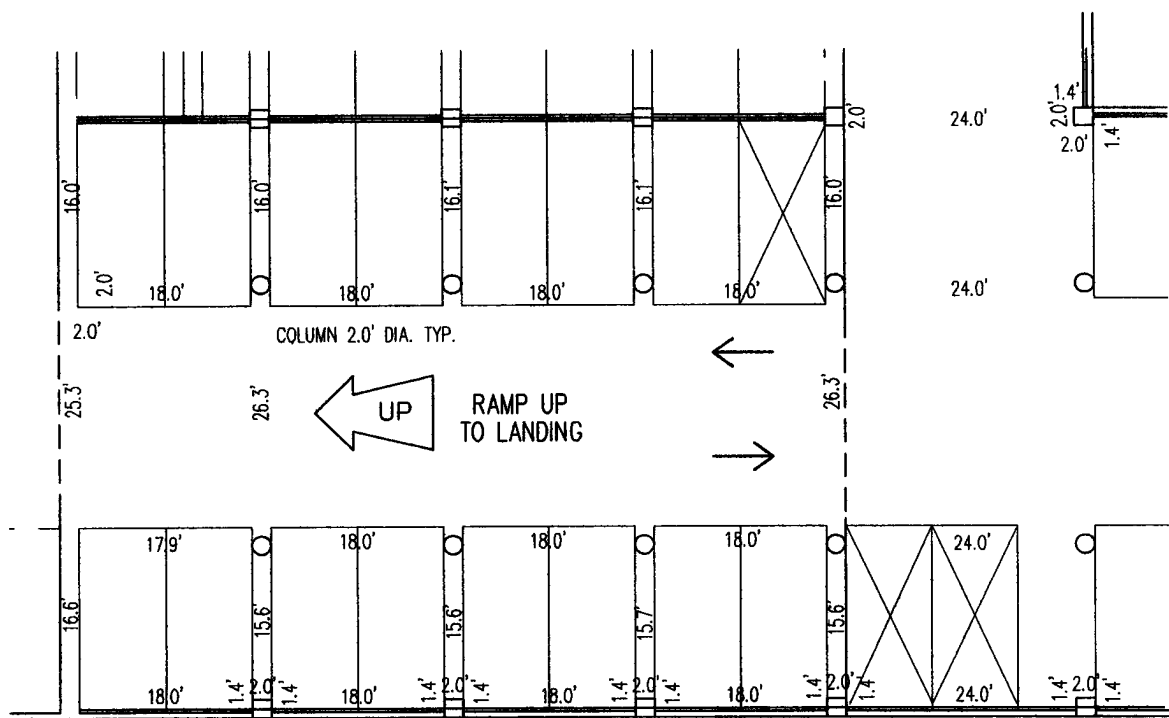
AQUA PARKING GARAGE

2ND LEVEL PARKING - DETAIL JJ

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

ELEVATION REFERENCE _____
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 57 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA PARKING GARAGE 2ND LEVEL PARKING - DETAIL KK

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

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PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE

SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISBLE AS SHOWN

REVISED _____

REVISED _____

REVISED _____

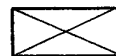
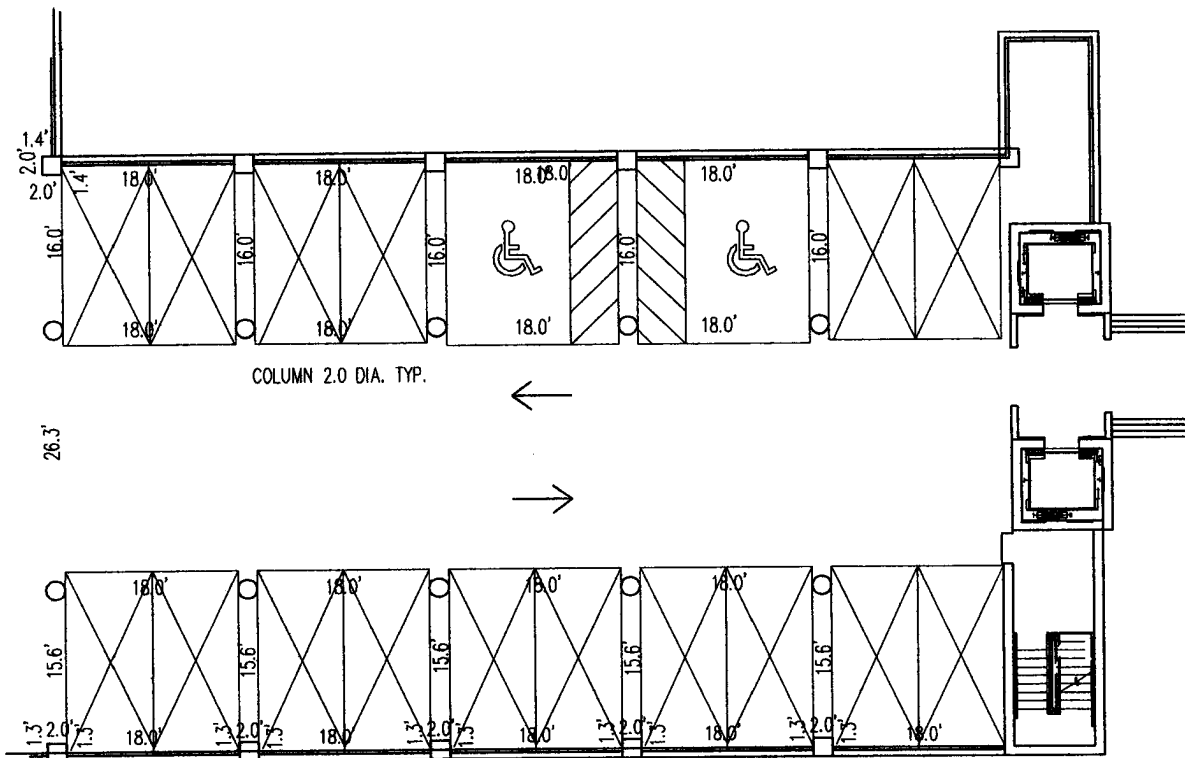
SOURCE OF INFORMATION _____

BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98

ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET

F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 58 OF 74

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PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA PARKING GARAGE 2ND LEVEL PARKING - DETAIL LL

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

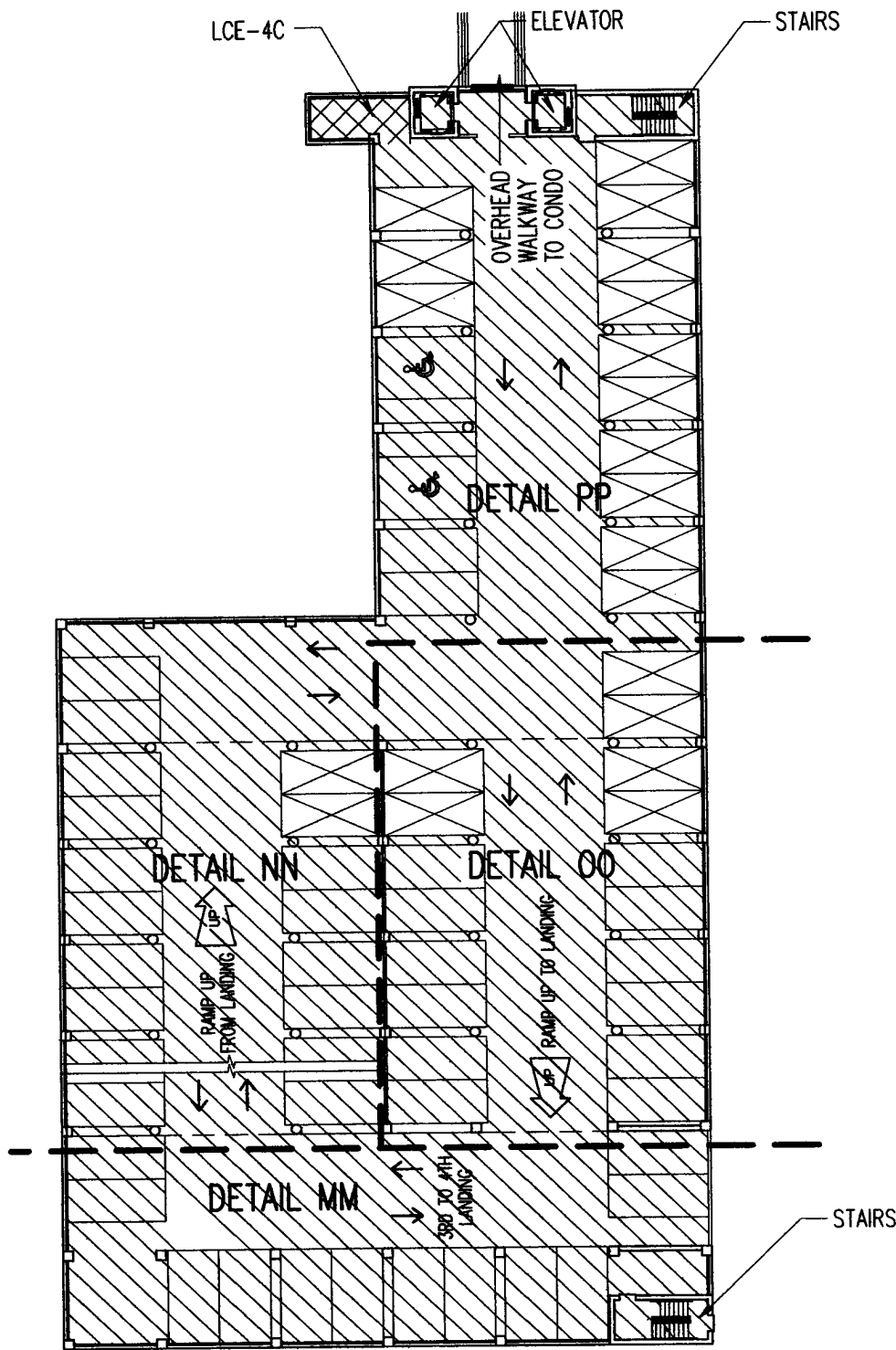
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
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SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
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SOURCE OF INFORMATION _____
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ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 59 OF 74

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OF A FLORIDA LICENSED SURVEYOR.



 COMMON ELEMENTS

 LIMITED COMMON ELEMENTS

 PARKING SPACES RESERVED FOR DEVELOPER FOR FUTURE ASSIGNMENT

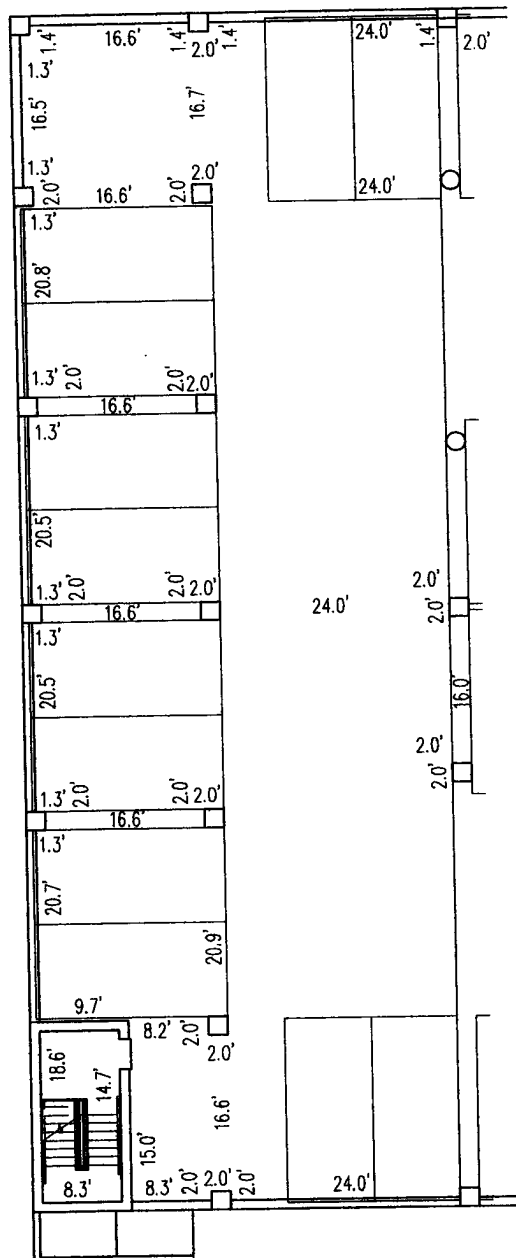
AQUA CONDOMINIUM 3RD LEVEL PARKING COMMON ELEMENTS

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
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W. Todd Tindell
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA PARKING GARAGE 3RD LEVEL PARKING - DETAIL MM

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
OFFICE OF AUTHORIZATION NUMBER: 2372

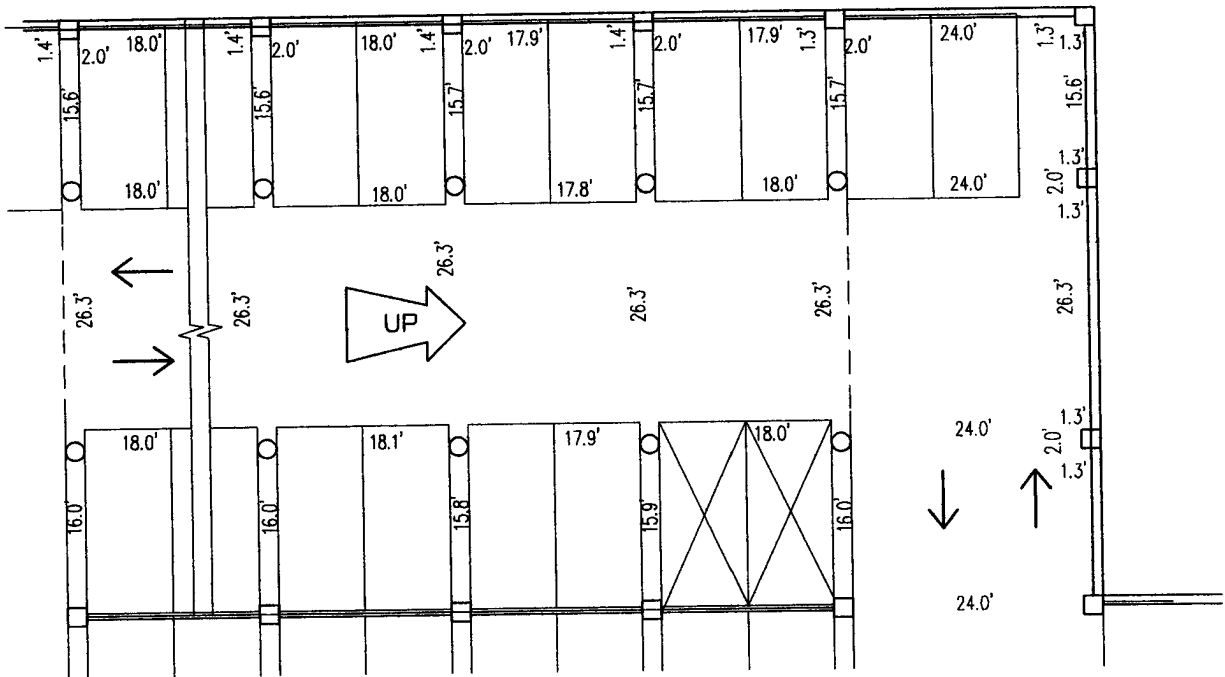
CERTIFICATE OF AUTHORIZATION NUMBER: 2372

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 REVISED _____
 SOURCE OF INFORMATION _____
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 ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
 F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 61 OF 74

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AQUA PARKING GARAGE

3RD LEVEL PARKING - DETAIL NN

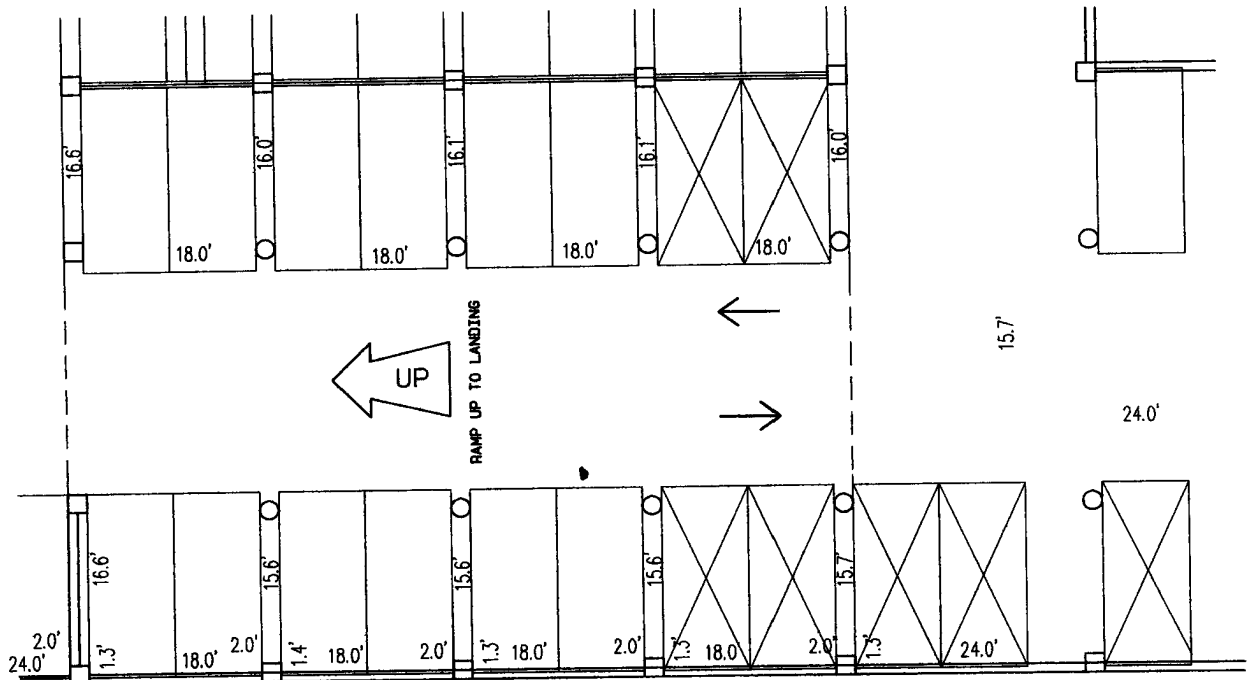
BUCHANAN & HARPER, INC.

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ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25
F.B.		FILE NO.	A 2212	SHEET NO.	62 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA PARKING GARAGE 3RD LEVEL PARKING - DETAIL 00

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

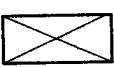
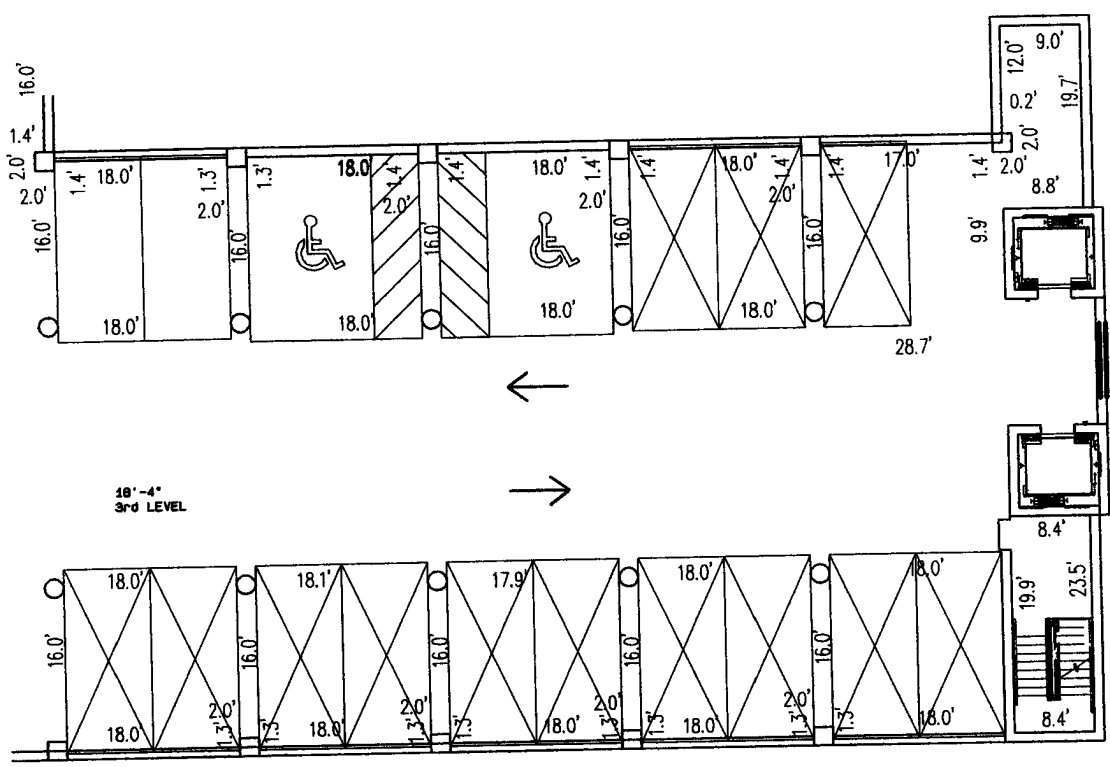
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F.B.	890	PA.	65	FILE NO.	A 2212
				SHEET NO.	63 OF 74

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PARKING SPACES RESERVED IN
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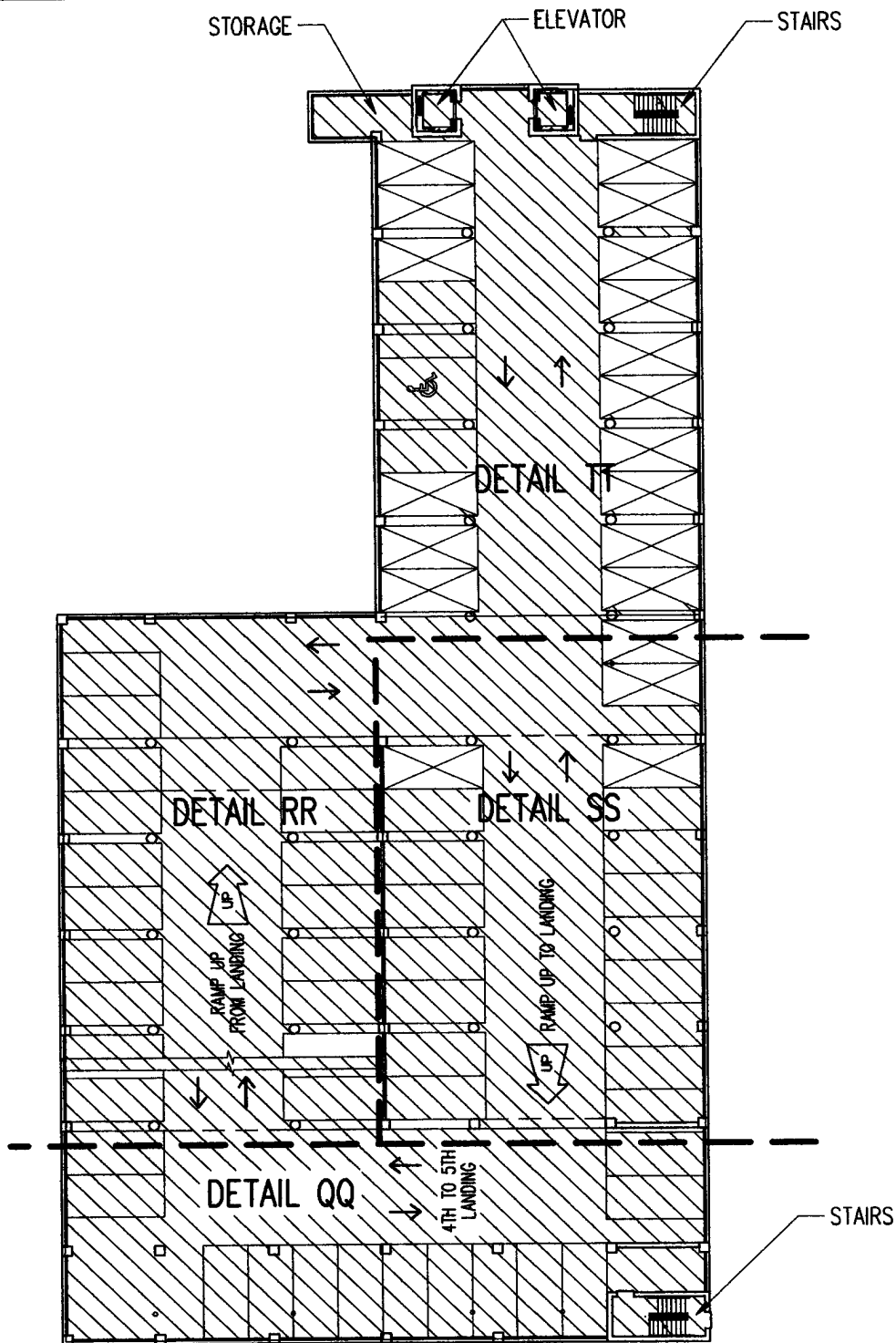
AQUA PARKING GARAGE 3RD LEVEL PARKING - DETAIL PP

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

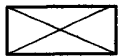
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ELEVATION REFERENCE	890	PA.	65	JOB NO.	9471.25
F.B.	890	PA.	65	FILE NO.	A 2212
				SHEET NO.	64 OF 74

NOT VALID WITHOUT THE SIGNATURE
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COMMON ELEMENTS



PARKING SPACES RESERVED FOR
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA CONDOMINIUM 4TH LEVEL PARKING COMMON ELEMENTS

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

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SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN

REVISED _____

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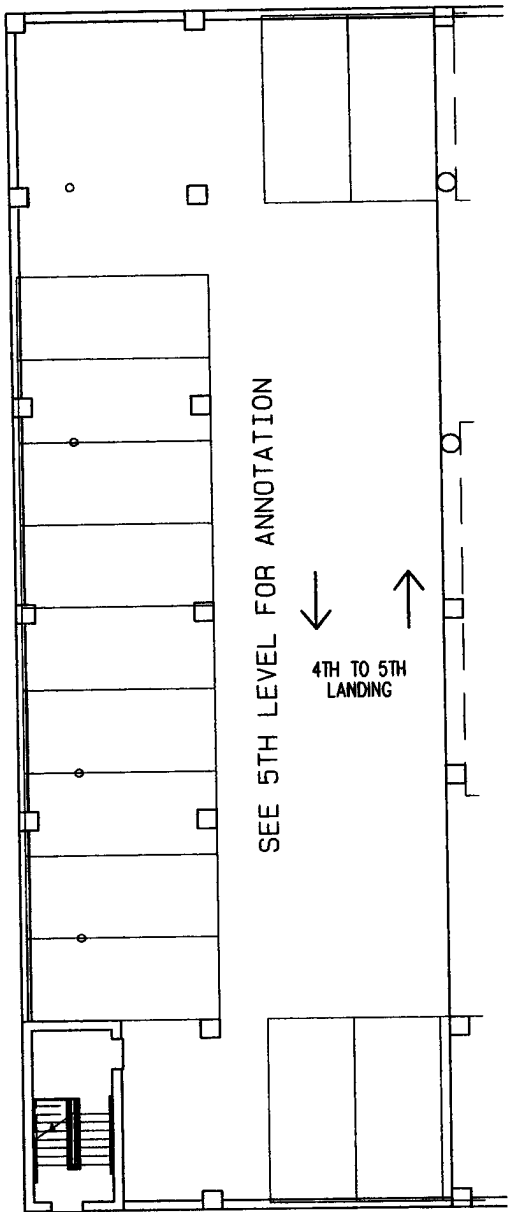
SOURCE OF INFORMATION _____

BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98

ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET

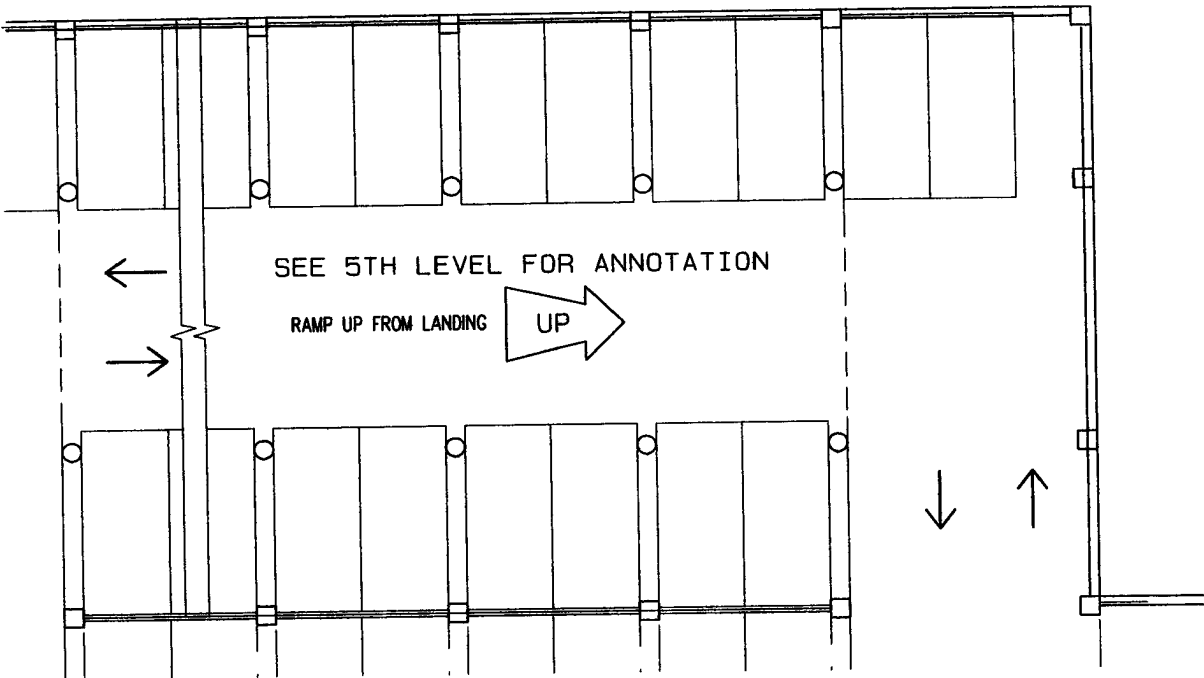
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 65 OF 74

NOT VALID WITHOUT THE SIGNATURE
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AQUA PARKING GARAGE
4TH LEVEL PARKING - DETAIL QQ

BUCHANAN & HARPER, INC. ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE CERTIFICATE OF AUTHORIZATION NUMBER: 2372 735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427			
THE UNDERSIGNED, <u>W. TODD TINDELL</u> , FLORIDA LAND SURVEYOR NO. <u>4958</u> , HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.			
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SURVEYED	<u>5-17-07</u>	DRAWN <u>6-05-07</u>	IMPROVEMENTS <u>VISIBLE AS SHOWN</u>
REVISED			
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F.B.	PA.	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.	



AQUA PARKING GARAGE 4TH LEVEL PARKING - DETAIL RR

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

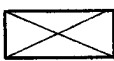
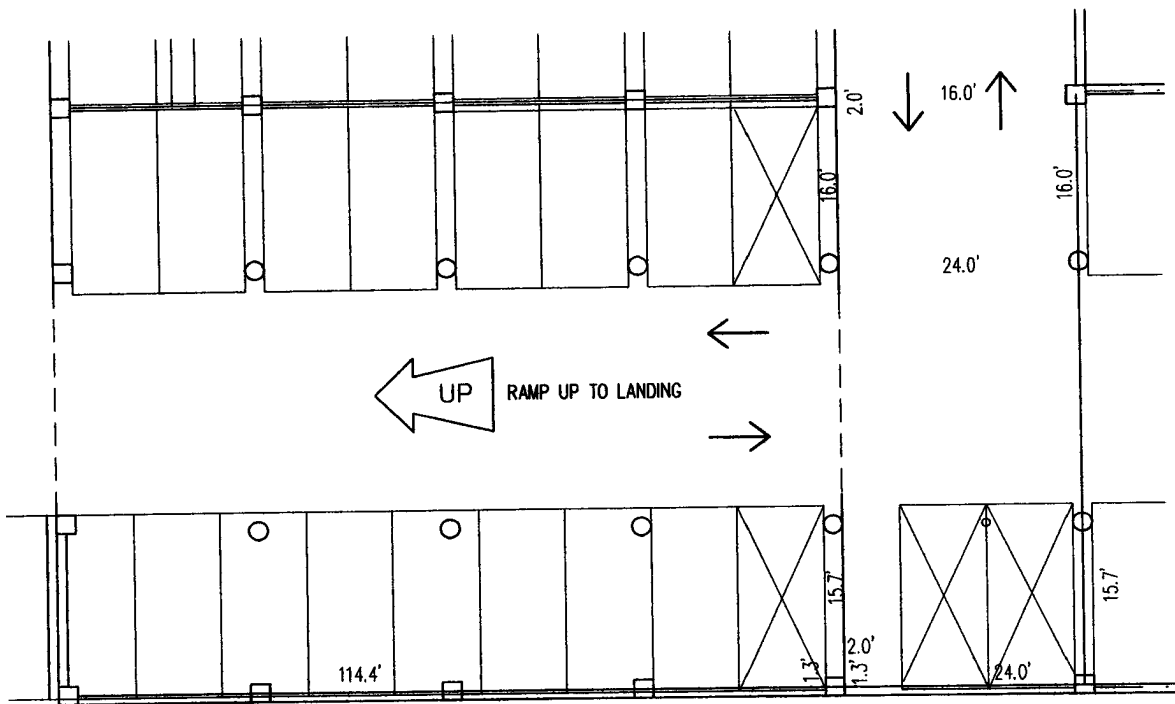
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F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 67 OF 74

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PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA PARKING GARAGE 4TH LEVEL PARKING - DETAIL SS

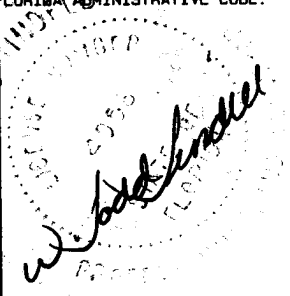
BUCHANAN & HARPER, INC.

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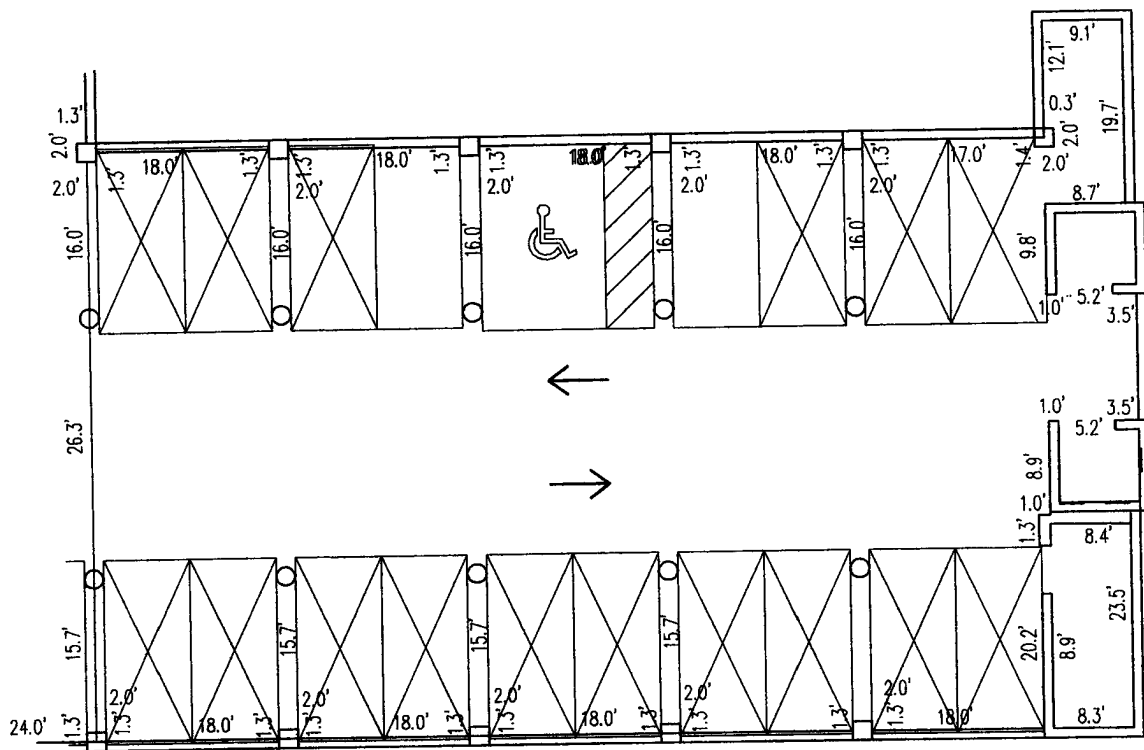
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FILE NO.	A 2212	SHEET NO.	68 OF 74		



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PARKING SPACES RESERVED IN
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA PARKING GARAGE 4TH LEVEL PARKING - DETAIL TT

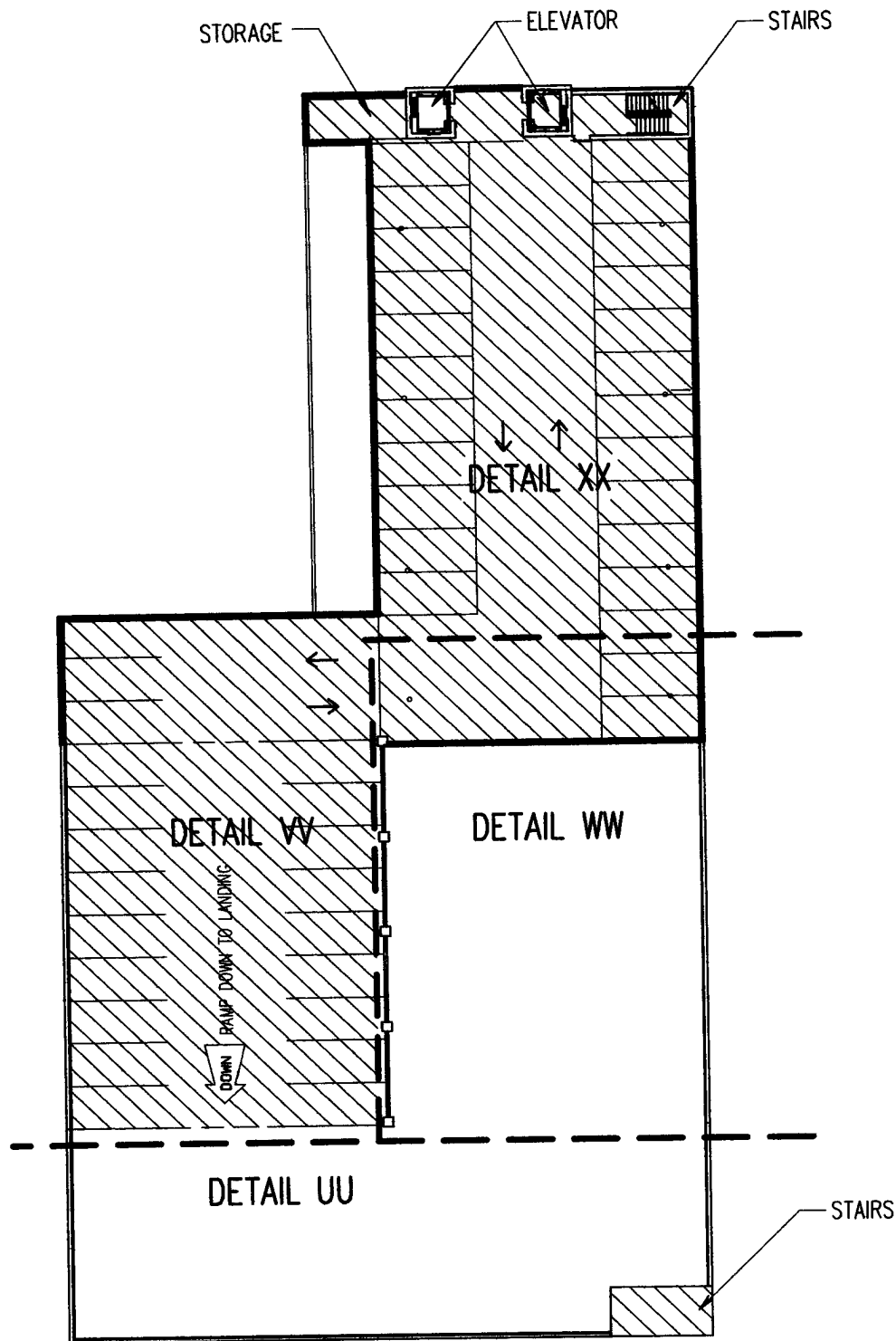
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				SHEET NO.	69 OF 74

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COMMON ELEMENTS



PARKING SPACES RESERVED FOR
DEVELOPER FOR FUTURE ASSIGNMENT

AQUA CONDOMINIUM 5TH LEVEL PARKING COMMON ELEMENTS

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

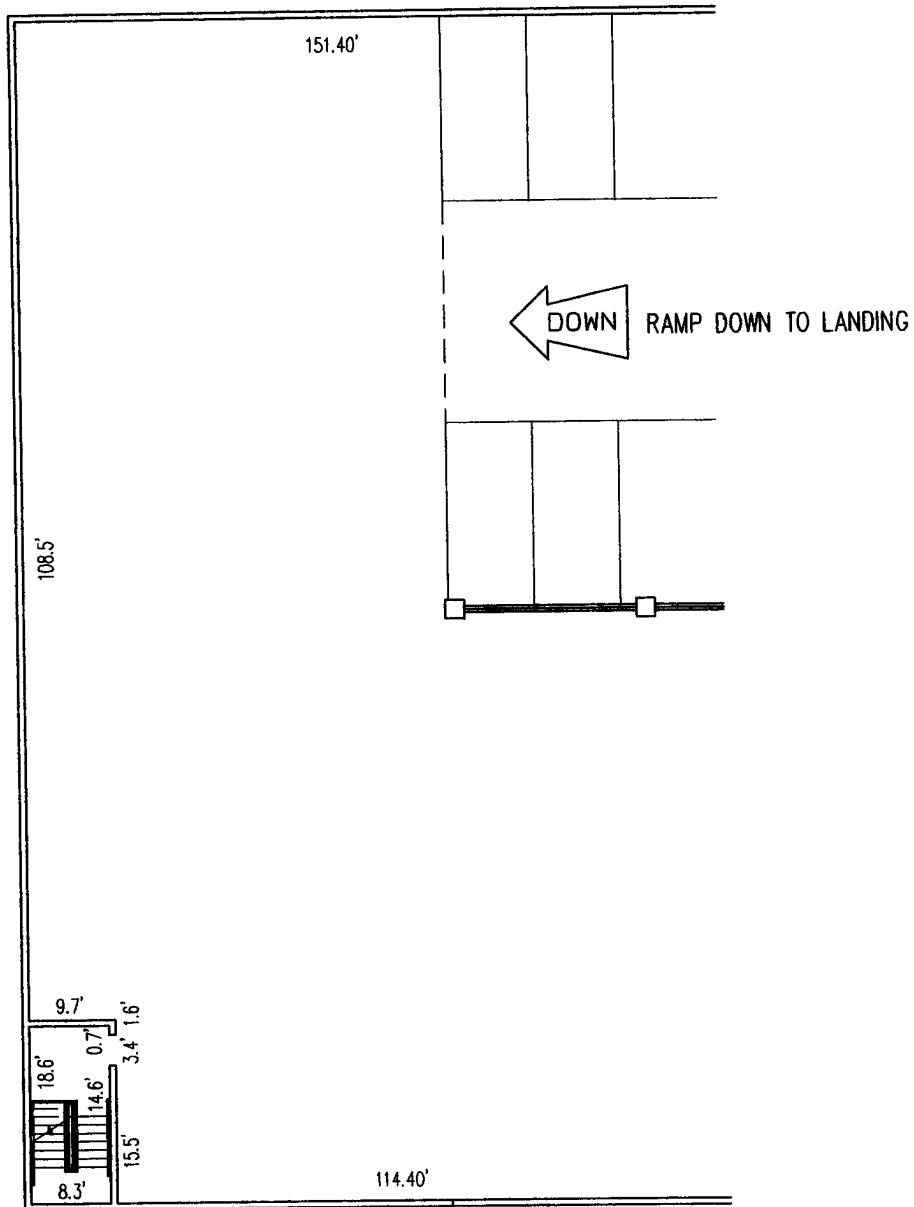
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BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 70 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA PARKING GARAGE 5TH LEVEL PARKING - DETAIL UU

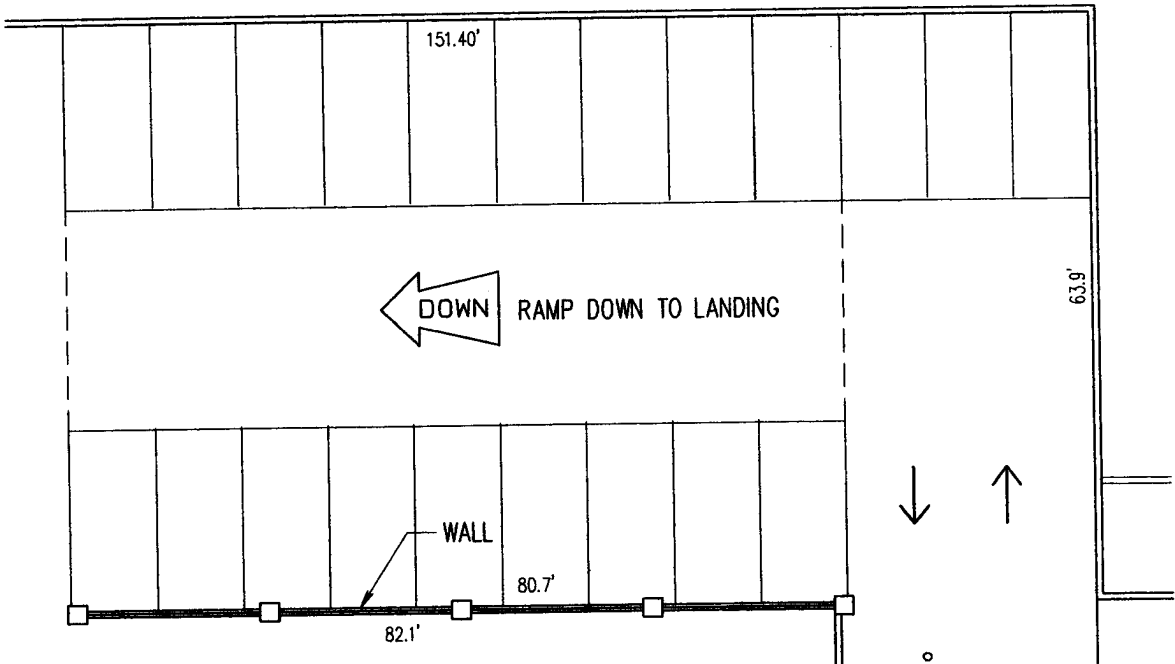
BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
REVISED _____
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REVISED _____
SOURCE OF INFORMATION _____
BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 71 OF 74

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR.



AQUA PARKING GARAGE 5TH LEVEL PARKING - DETAIL VV

BUCHANAN & HARPER, INC.

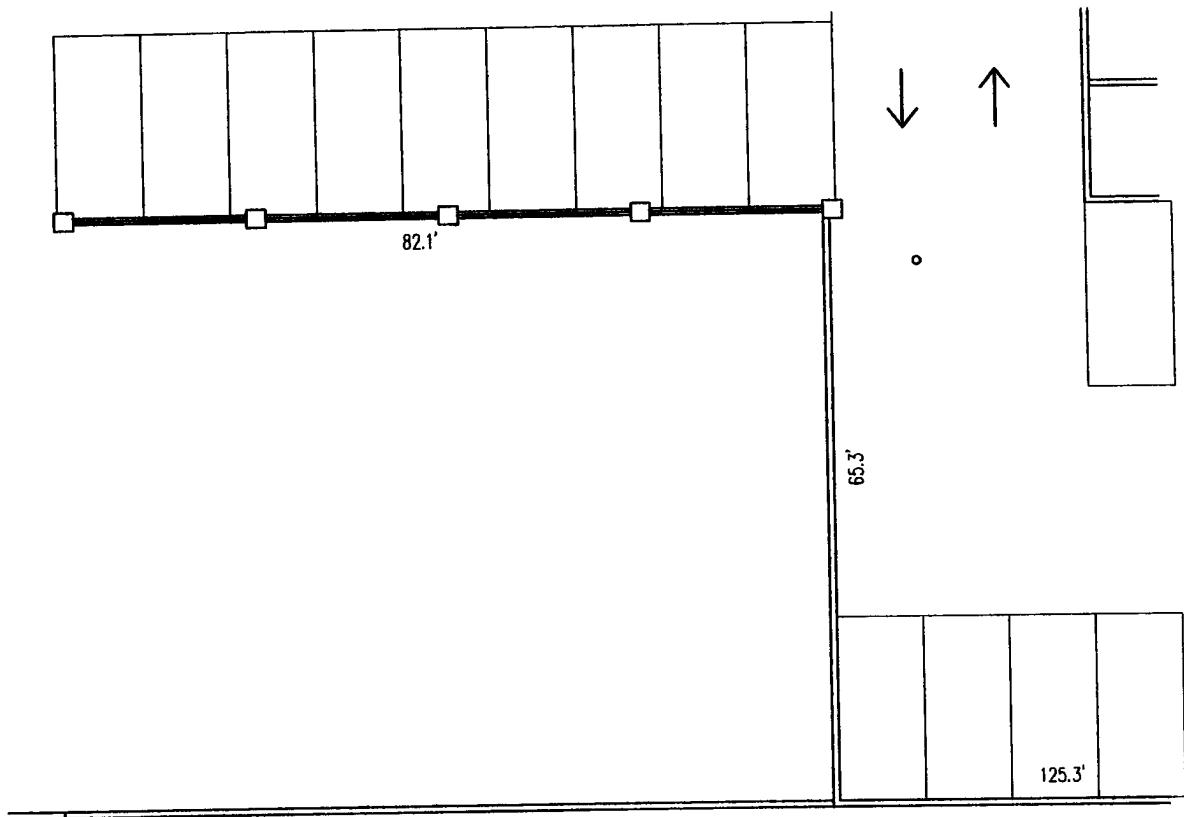
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
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SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
BEARING REFERENCE	FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET				
ELEVATION REFERENCE	F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 72 OF 74				

W. Todd Tindell

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.



AQUA PARKING GARAGE 5TH LEVEL PARKING - DETAIL WW

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

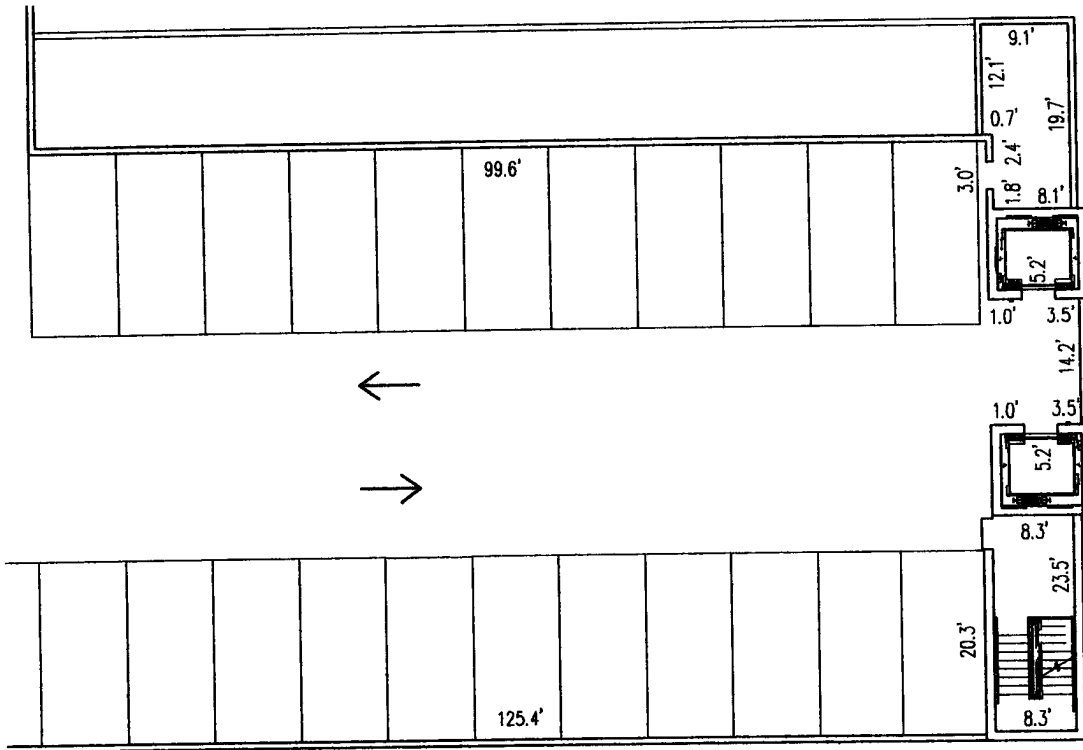
THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF AS BUILT SURVEY SCALE NOT TO SCALE
SURVEYED 5-17-07 DRAWN 6-05-07 IMPROVEMENTS VISIBLE AS SHOWN
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SOURCE OF INFORMATION _____
BEARING REFERENCE S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98
ELEVATION REFERENCE FLORIDA DOT BENCHMARK 46-76-B14-2 HAVING A PUBLISHED EL. OF 22.76 FEET
F.B. 890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 73 OF 74

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

The block contains a circular surveyor's seal for W. Todd Tindell, State of Florida, License No. 4958. The seal is stamped over a handwritten signature of W. Todd Tindell. Below the seal, there is a printed statement: "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR."



AQUA PARKING GARAGE 5TH LEVEL PARKING - DETAIL XX

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, W. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4958, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	AS BUILT SURVEY			SCALE	NOT TO SCALE
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REVISED					
SOURCE OF INFORMATION	S 58°33'23" E ON SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98				
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ELEVATION REFERENCE	890 PA. 65 JOB NO. 9471.25 FILE NO. A 2212 SHEET NO. 74 OF 74				

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

EXHIBIT "8"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM

ADDITIONAL REQUIREMENTS FOR PEDESTRIAN CROSSING

JUN-23-2005 02:24P FROM:MCNEILCARROLL

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P.2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PEDESTRIAN CROSSING PERMIT
 PERMIT NO.: 05K-391-0004 SECTION NO.: 44010 STATE ROAD: 30 MILE POST NO.: 8.755 COUNTY: Bay
PERMITTEE: AQUA Condominium Developers, Ltd.ADDRESS: 3500 Eastern Boulevard Montgomery, AL 36116TELEPHONE NUMBER: (334) 277-1000

Permittee agrees to the following requirements and conditions:

1. This is a request from the permittee for permission from the Florida Department of Transportation, referred to as "FDOT", to construct, operate and maintain a pedestrian crossing, referred to as "crossing", at the following location: 15025 Front Beach Road Panama City Beach, FL
2. Permittee will submit four sets of plans to FDOT, signed and sealed by a professional engineer licensed in Florida. The engineer will certify that the plans are in compliance with the following guidelines and requirements, unless a deviation is approved by FDOT:
The Federal Manual on Uniform Traffic Control Devices, the FDOT Design Standards, the Plans Preparation Manual, the AASHTO Roadside Design Guidelines, and the FDOT Manual on Standard Specifications for Road and Bridge Construction.
3. The Permittee will accurately depict in the plans the aerial and underground utilities that could be affected by the proposed construction. The Permittee is responsible for notifying the utility owners and resolving any conflicts with the owners.
4. The Area Maintenance Engineer, referred to as the "FDOT Engineer", will be notified two working days prior to starting work and again immediately upon completion of work. If a road closure is necessary during construction, the FDOT engineer will be notified ten working days before the closure. The FDOT Engineer is Lisa Weeks, located at Panama City, FL, telephone number 850-873-7014. The Permittee's employee or agent responsible for construction of the crossing is Steve Tompkins, telephone number 334-277-1000 (This name may be provided at the time of the two-day notice prior to starting work).
5. During construction, all work, materials, and equipment will be subject to inspection and approval by the FDOT Engineer.
6. If the beginning date is more than 60 days from the date of permit approval, the Permittee will review the permit with the FDOT Engineer, prior to beginning construction, to determine whether changes have occurred in the FDOT right of way that could affect the construction.
7. The construction and maintenance of the crossing will not interfere with the property and rights of a prior permittee.
8. This permit is a license only, not an easement, and the placing of the crossing upon the right of way pursuant to this permit will not create or vest any property rights in the Permittee.
9. This permit is granted subject to any limitations, restrictions, and encumbrances on and defects in FDOT's title to the right of way.
10. The attached Exhibit A, Additional Requirements for Pedestrian Crossing Permit, is incorporated into and made a part of this agreement. If there is a conflict between the terms of Exhibit A and any other parts of this permit agreement, the terms in Exhibit A will control.
11. If construction has not begun within two years and completed within four years of the date this permit is approved by FDOT, this permit will be revoked automatically.
12. After completion of construction, the permittee will provide the as-built certification provided below, signed by a professional engineer licensed in Florida.
13. Additional FDOT Instructions:

 Permittee: Stephen L. Tompkins-Vice President
PC Condominium Management, Inc.
General Partner/Aqua Condominium Developers, Ltd. SIGNATURE: [Signature]
 Printed Name & Title of Permittee or Agent
DATE: 3/1/05
 APPROVED BY: [Signature]
Area Maintenance Engineer
APPROVAL DATE: 4-19-05

AS-BUILT CERTIFICATION

I the undersigned, a professional engineer licensed in Florida, certify that the crossing approved by this permit was constructed in accordance with the approved plans and all other requirements of this permit, except for the plans changes approved by the FDOT Engineer that are attached to this permit. Additionally, I certify that the condition of the FDOT right of way, after the completion of construction, is as good as or better than when the work began.

 Permittee: _____ SIGNATURE: _____ DATE: _____
 Printed Name of Engineer Engineer

(SEAL of ENGINEER)

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Exhibit A to Permit # _____

**ADDITIONAL REQUIREMENTS FOR
PEDESTRIAN CROSSING PERMIT**

The Permittee agrees to the following facts and additional requirements for obtaining the pedestrian crossing permit:

FACTS

- A. The Permittee has applied for a permit to construct a pedestrian crossing ("crossing") at 15625 Front Road Panama City Beach, FL, on State Highway 98 (ALT).
- B. To prevent safety and operational problems that could arise from permitting the crossing in the right of way, adequate maintenance, periodic inspections, and timely removal of the crossing will be necessary.
- C. To protect FDOT from liability arising from use of the crossing, insurance and indemnity agreements will be necessary.
- D. To assure that the Permittee performs on its obligations to inspect, maintain, insure, indemnify, remove, and notify, either a bond, a letter of credit (LOC), or a cash deposit (cash) will be required.
- E. Because inflation over the long useful life of the crossing will result in the actual future costs of removal and restoration being higher than the current estimated costs, the initial amount of the bond, LOC, or cash will be slightly more than the current estimate and may be increased over the life of the crossing.

REQUIREMENTS

- 1. The Permittee will:
 - a. Perform inspections of the crossing in compliance with the National Bridge Inspection Standards (23 C.F.R. 650), FDOT Procedure 850-010-030-Bridge and Other Structures Inspection and Reporting Manual, and Section 335.074, Florida Statutes (2003), or the standards, procedures, manuals, and statutes applicable at the time of the inspections.
 - b. Perform within a reasonable time the maintenance or removal required by the reports that are generated by the inspections performed under paragraph a.
 - c. Maintain the aesthetics of the crossing commensurate with the aesthetics of the structures in the surrounding community.
 - d. Provide a policy of general liability insurance, in an amount not less than \$1,000,000, covering the crossing, naming the FDOT as additional insured, and protecting against claims for property damage, personal injury, and bodily injury, including death.
 - e. Indemnify, defend, and hold harmless FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the permittee,

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its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the permittee, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of FDOT or any of its officers, agents, or employees during the performance of this Agreement.

(The permittee's obligations to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the permittee of FDOT's notice of claim for indemnification to the permittee. The notice of claim for indemnification shall be served by certified mail. The permittee's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the permittee's inability to evaluate liability or because the permittee evaluates liability and determines the permittee is not liable or determines FDOT is solely negligent. Only a final adjudication or judgment finding FDOT solely negligent shall excuse performance of this provision by the permittee. The permittee shall pay all costs and fees related to this obligation and its enforcement by FDOT. FDOT's delay in notifying the permittee of a claim shall not release permittee of the above duty to defend.)

- f. Remove or modify the crossing within 90 days of notice by FDOT that the crossing is unreasonably interfering with the safety, operation, maintenance, or improvement of the roadway.
 - g. Comply with all other terms of the permit.
 - h. Give FDOT proof, at least 60 days prior to the expiration or cancellation of the guarantee provided as required in paragraph 2, of an extended, renewed, or substituted guarantee that complies with the requirements of paragraph 2.
 - i. Provide each estimate of costs and each increase in the guarantee, as provided in paragraph 2.
2. To assure and guarantee the performance of the obligations stated in paragraph one, a through i, the Permittee will provide one of the following in an amount equal to 1½ times the estimated costs (certified by Permittee's registered engineer) of removing the crossing:
- a. A bond approved by the Comptroller of FDOT.
 - b. A letter of credit approved by the Comptroller of FDOT.
 - c. A cash deposit, if acceptable to the Comptroller of FDOT.

The amount of the bond, letter of credit, or cash deposit may be increased at any time, at the discretion of FDOT, to an amount equal to 1½ times the then current estimated cost of removal and restoration. The estimate may be made by FDOT,

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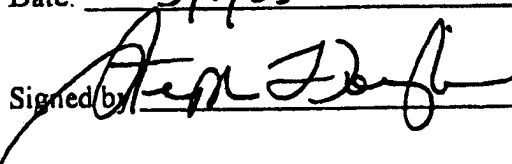
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or FDOT may require the Permittee, at its expense, to provide the estimate. If FDOT gives written notice requiring the Permittee to provide the estimate, the Permittee will provide the estimate within 60 days. If FDOT gives written notice of an increase in the guarantee, the Permittee will provide the increase within 60 days.

Date: 3/1/05
Signed by  of (Permittee)

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***USE PERMIT
for a PEDESTRIAN CROSSWALK
Information Sheet***

- FDOT Use Permit Application (4 copies)
- Structural Plans, need to be signed and sealed by a Professional Engineer registered in the State of Florida. The plans need to show existing utilities (underground and aerial), FDOT right of way, show distance from edge of roadway to the columns (the minimum distance for 45 mph is 24'), show the distance from the highest point of the roadway to the lowest member of the crosswalk.
- Maintenance of Traffic Plan that details how traffic will be maintained while work is being performed over the roadway. If this is not a plan from the FDOT Design Standards it needs to be signed and sealed by a Professional Engineer.
- Include the following statement on the plans: "There should be no lane closures during the hours of 6:00 AM to 8:00 AM and 3:00 PM to 6:00 PM. No lane closures on holiday weekends, including the day preceding and following."
- A Perpetual Maintenance Bond, Letter of Credit or Cash Deposit in an amount equal to 1 ½ times the estimated costs (certified by Permittee's registered engineer) of removing the crossing.
- General Liability Insurance not less than \$1,000,000.00. FDOT needs to be the Certificate Holder/Additional Insured. Certificate needs to be in the name of the owner.

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EXHIBIT "9"
TO DECLARATION OF CONDOMINIUM
FOR
AQUA, A CONDOMINIUM
RULES AND REGULATIONS

RULES AND REGULATIONS CONCERNING THE USE OF AQUA, A CONDOMINIUM

The Board of Directors of AQUA CONDOMINIUM ASSOCIATION, Inc. has adopted the Rules and Regulations outlined below, subject to being modified by the Board of Directors from time to time. These Rules and Regulations are applicable to each and every guest at, owner of, and renter of an AQUA condominium Unit. A copy of these Rules and Regulations shall be provided to each owner and renter so that there will be a full and complete understanding of the duties and responsibilities during the stay at AQUA. It is very important that each owner and renter read and become familiar with, and that each owner and renter provide to such owner's or renter's guest a copy of these Rules and Regulations because, commencing on the date the building receives a certificate of occupancy, these Rules and Regulations will be placed into effect, including the enforcement of rule violations by monetary assessments. Failure to read these Rules and Regulations will not serve as a valid defense to the assessment of monetary penalties for violations of these Rules and Regulations.

REMEMBER, ONLY BY ENFORCING THESE FAIR AND REASONABLE RULES AND REGULATIONS WILL WE BE ABLE TO MAINTAIN AQUA IN THE CONDITION WE ALL DESIRE. IT IS THE RESPONSIBILITY OF EACH AND EVERY OWNER, GUEST AND RENTER TO ABIDE BY THESE RULES AND REGULATIONS.

A. GENERAL HOUSE RULES

1. Designated walkways and paved areas shall be used at all times and shortcuts shall be prohibited, both to prevent accidents and to preserve the appearance of planted areas. No motorized vehicles, except for those motorized vehicles providing assistance to handicapped or disabled individuals, shall be operated on any walkway or in any area except upon the driveways and parking area designated for vehicular use.
2. No articles of any kind shall be hung or shaken from doors or windows or placed upon the windowsills or balconies of any Unit. Under no circumstances shall laundry, clothing, or other articles be placed or hung on the exterior portions of a Unit. No balcony shall be enclosed with screens or any other material.
3. No one shall (a) make or permit to be made any loud or boisterous noises in their Unit which will disturb and/or annoy the occupants of any other Units at AQUA or (b) do or permit anything to be done in their Unit which will interfere with the rights, comfort or convenience of others. In this regard, the playing of loud or boisterous music shall be prohibited. Similarly, loud or boisterous conversation on the balconies of any Unit between 11:00 p.m. and 8:00 a.m. is prohibited.
4. Each owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown from there, or from the doors or windows or balconies thereof, any dirt or other substance. All garbage and refuse shall be properly secured in a garbage bag and deposited with care in the garbage chutes intended for such purpose. No trash or other articles shall be burned on the AQUA premises. The disposal of all trash or refuse shall be strictly in accordance with all Rules and Regulations as shall, from time to time, be promulgated by the Board of Directors.
5. The sidewalks, driveways and parking areas must not be obstructed or encumbered such that ingress, egress and parking shall be inhibited. Skateboards and roller skates are not to be used on the premises, which includes but is not limited to the parking garage. No vehicles

may be parked at any time in front of the entrance to the dumpster area.

6. Motor vehicle parking has been provided. There are 357 spaces in the parking garage. All parked motor vehicles shall display either an owner's identification or a temporary parking placard. All motor vehicles will be parked on an "as available" basis, however, vehicles not displaying the owner's identification or temporary parking placard will be towed at the motor vehicle owner's expense. Renters will only be allowed two motor vehicles per Unit. Motor vehicles may only be parked in designated parking spaces and no motor vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking areas. No parking space, driveway, or other areas shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, motor home, or any other sort of towed vehicle, none of which will be allowed. At times when the number of owners, guests, and/or renters are light and the on-site Management Company deem the parking of the above identified vehicles will not cause a hazard of interference with parking by owners, guest, and/or renters, such parking shall be allowed but only in specific areas designated by the on-site Management Company and for the time which they designate. The owners, their employees, servants, agents, visitors, invitees, licensees, guests, family, and renters shall obey the parking regulations and any other traffic regulations promulgated in the future for the safety, comfort or convenience of any party lawfully present at AQUA. Washing of cars, boats, and vehicles of any kind is prohibited in any AQUA parking area or driveway.
7. Water closets or any other water apparatus of the building shall not be used for any purpose other than those for which they were designated nor shall any sweepings, rubbish, rags, or other articles be placed therein. Any damage resulting from misuse of any water closets or other water apparatus in the Units shall be repaired and paid for by the owner of such Unit even if a guest or renter causes or allows the misuse.
8. No sign, banner, political endorsement, advertisement, notice or other lettering shall be exhibited, inscribed, printed or fixed on any part of the outside of the building, hung from or placed on windows inside the building, windowsills, balconies, or otherwise displayed without the proper written consent of the Association, except for signs of the developer pending construction and/or sale of the Units.
9. Unit owners and renters are reminded that alterations and repairs of the Common Elements are the responsibility of the Association except for those matters which are stated in the Declaration of Condominium to be the responsibility of a Unit owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which is the responsibility of the Association without first obtaining the approval required by the Declaration of Condominium.
10. No radio or television antenna, satellite dish or similar device shall be attached to or hung from the exterior of any building.
11. The Association, its workmen, contractors and agents, shall have the right of access to any Unit at any reasonable hour of the day for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any conditions which would result in damage to other portions of the building, or for any purpose permitted under the terms of the Declaration of Condominium or the By-Laws of the Association. Except in the case of emergency, entry will be made

by pre-arrangement with the owner. In the event the Association finds vermin, insects, or other pests within any Unit, it may take such measures as it deems necessary to control or exterminate same at the Unit owner's expense.

12. No one shall use or permit to be brought into any Unit or upon any of the common areas and facilities any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or any other explosives or articles deemed hazardous to life, limb or property.
13. All window and balcony door treatments shall have a white colored backing to insure a uniform appearance of the exterior of the building.
14. Without limiting the generality of subsections hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. None of the balconies that are contiguous to Units and designated as Limited Common Elements under this Declaration may be enclosed, glassed in or screened in, nor may any Unit Owner alter the configurations of such balconies, or hang draperies, screens or other items therefrom.
15. Barbecuing will be allowed only in clearly designated areas.
16. Items may not be dropped or thrown from the balconies.
17. Birds may not be fed from the balconies.
18. Common area furniture shall not be removed from such areas.
19. No fireworks may be set off in any Unit, on the balcony of any Unit, or in any of the common areas of AQUA.
20. Carts are provided to help in the movement of luggage and other items to and from condominium Units. There are a limited number of these carts to serve a large number of people and it is therefore imperative that all carts be returned to the designated storage areas on the first floor of the building promptly after usage.
21. Persons under twenty-five (25) years of age shall not lease Units.
22. Units (other than Commercial Units) shall be used only as single family residences, either transient or permanent and for no other purpose. The number of individuals permitted to reside in a Unit shall be limited to six (6) individuals for a one-bedroom Unit, eight (8) individuals for a two-bedroom Unit which includes a bonus room, six (6) for a two bedroom Unit that does not include a bonus room and eight (8) for a three-bedroom Unit.

B. SWIMMING POOLS

22. All persons using the pools and pool areas do so at their own risk. The Association is not responsible for (a) providing a lifeguard or (b) any accident, death, or injury in connection with the use of the pool or for any loss or damage to personal property. Persons using the pools and pool areas agree not to hold the Association or any of the members of its Board of Directors liable for any damages, accidents, death or injury of whatever

nature occurring in the pool, within the pool area or in any other common area. (For all purposes under this Section B, the pools are part of the pool areas.)

23. All persons under sixteen (16) years of age must be supervised at all times by an adult within the swimming pool areas. There must be at least one adult supervising every group of three persons under the age of sixteen (16) years old in the swimming pool areas.
24. In order to insure that there will be sufficient room in the swimming pool areas for owners, guests, and renters, except by prior arrangements with the Association, the number of persons from any one Unit in the pool at any one time will not exceed the numbers outlined in Paragraph 22, above.
25. Renter and owners are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions by said guests. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other communicable disease shall be excluded from the pools and pool areas.
26. No boisterous activity, rough play, or running shall be permitted in the pool or in the pool area at any time.
27. Swimming alone when no other adult is in the immediate pool area is generally discouraged.
28. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas. Outside showers must be used to wash of sand, saltwater, oil, and lotions before entering the pools. All sand should be removed from apparel and beach equipment before entering the pool areas and buildings.
29. No glassware of any shape, form or size may be brought into the pool areas at any time. Tobacco, beverages, and food may be brought into the pool areas (but not the pools) as long as said items are properly disposed of after usage (i.e. cigarettes placed in ashtrays and unconsumed food, beverages or other refuse placed in duly marked receptacles). Should the consumption of tobacco, beverages, and/or food lead to littering in the pool areas or complaints, all rights regarding the usage of such items in the pool areas will be eliminated.
30. At time of peak occupancy (i.e. Spring Break months, AEA week, Memorial Day weekend, July 4th weekend, and Labor Day weekend) no rafts or floats will be allowed in the swimming pools except for persons under three (3) years of age. At other times, when the enjoyment of the pool areas will not be interfered with by the use of rafts or floats, they shall be allowed.
31. The pool areas shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Health of Bay County and/or by the Association, which rules shall be posted by the Association.
32. The pools will be closed from midnight until 6:00 a.m. local time and during such times and seasons as may be decided by the Association and posted in the pool areas.
33. Other restrictions for pool area use shall be as decided by the Board and posted in the pool areas. Any such restrictions will constitute an

amendment to these Rules and Regulations and will be effective when adopted by the Association.

C. WHIRLPOOL SPA

34. All persons using the whirlpool spa area does so at their own risk. The Association is not responsible for (a) providing supervision of the whirlpool spa or (b) any accident, death, or injury in connection with the use of the whirlpool spa area or for any loss or damage to personal property. Persons using the whirlpool spa area agrees not to hold the Association or any of the members of its Board of Directors liable for any actions of whatever nature occurring within the whirlpool spa or whirlpool spa area. (For purposes of this Section C., the whirlpool spa is part of the whirlpool spa area.)
35. Persons under sixteen (16) years of age must be accompanied in the whirlpool spa area at all times by an adult.
36. In order to insure that there will be sufficient room in the Whirlpool Spa areas for owners, guests, and renters, except by prior arrangement with the Association, the number of persons in any one group in the whirlpool spas at any one time will not exceed that posted in the Whirlpool Spa area.
37. Renters and owners are responsible for the conduct of their guests at all time and for the careful observance of all safety and sanitary precautions. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other communicable disease shall be excluded from the whirlpool spa area.
38. No boisterous activity, rough play or running shall be permitted in the whirlpool spa area.
39. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the whirlpool spa area. Outside showers must be used to wash off sand, saltwater, oil, and lotions before entering the whirlpool spa area. All sand should be removed from apparel and beach equipment prior to entering the whirlpool spa area.
40. No glassware of any shape, form or size may be brought into the whirlpool spa areas at any time. Tobacco, beverages, and food may be brought into the whirlpool spa area (but not in the whirlpool spas) as long as said items are properly disposed of after usage (i.e. cigarettes placed in ashtrays and unconsumed food, beverages and other refuse placed in duly marked receptacles). Should the consumption of tobacco, beverages and/or food lead to littering in the whirlpool spa area or cause complaints, all rights regarding the usage of such items in the whirlpool spa area will be eliminated.
41. The whirlpool spa area shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Health of Bay County, Florida, and/or by the Association, which rules shall be posted accordingly.
42. The whirlpool spa area will be closed from midnight until 6:00 a.m. local time and during such other times and seasons as may be decided by the Association and posted in the whirlpool spa area.

43. Other restrictions for whirlpool spa use shall be as decided by the Association and posted in the whirlpool spa area. Any such restrictions not included in these Rules and Regulations will be added hereto by amendment.

D. FITNESS CENTER

44. All persons using the fitness center do so at their own risk. The Association is not responsible for a) providing supervision of the Fitness Center or, b) any accident, death or injury in connection with the use of the fitness center or for any loss or damage to personal property. Persons using the fitness center agree not to hold the Association or any of the members of its Board of Directors liable for any actions of whatever nature occurring in or around the fitness center.
45. Persons under fourteen years old (14) must be accompanied by an adult when in the fitness center.
46. Renters and owners are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions in the fitness center.
47. The fitness center will be closed from midnight to 6:00 a.m. local time, and during such other times as may be decided by the Association.
48. Access to the fitness center may be obtained from the resident manager, the rental office, and/or any guard on duty.
49. In order to insure that there will be sufficient room in the Fitness Center areas for owners, guests, and renters, Except by prior arrangement with the Association, the number of persons in any one group in the fitness area in at any one time will not exceed the numbers posted in the Fitness Center.
50. No boisterous activity, rough play, or running shall be permitted in the fitness center at any time. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the fitness center. Tobacco, food, and glassware of any shape, form or size are not to be brought into the fitness center at any time.
51. Persons wearing wet bathing suits are not permitted in the fitness area in order to utilize the equipment therein.
52. All persons must wear appropriate shoes when utilizing the equipment in the fitness center.
53. The fitness center shall be used in accordance with such other restrictions as shall, from time to time, be promulgated by the Association, which restrictions shall be posted by the Association in the fitness center and shall constitute an amendment to the Rules and Regulations.

E. PETS

54. No pets other than dogs owned by Unit owners are allowed at AQUA.

55. Keeping of dogs.

(a) The keeping of a dog is not a right of a Unit owner but is a revocable license. This revocable license is subject to termination at any time by the Association upon a finding by the Board of Directors that a dog is dangerous, annoying or in any way becoming a nuisance to other owners, renters or guests. Chows and Pitbulls are expressly prohibited. The owner of the dog assumes liability for all injury to persons or damage to property caused by the dog or resulting from its presence. No renter or guest may keep or have a dog at AQUA.

(b) No dog shall be allowed in the pool areas or whirlpool spa area, fitness center or lobby areas.

(c) Dogs shall only be walked in designated walk areas and must always be on a leash when outside the owner's Unit.

(d) Loud or continuous barking of dogs or excessive noise from dogs in Units is prohibited and shall be considered and treated as a nuisance.

(e) A dog must not be curbed at any place on the property of the condominium except such places as are from time to time clearly designated for such purposes.

(f) Dogs must never be left unattended anywhere outside of the owner's Unit.

(g) It is the dog owner's responsibility to clean up promptly after their dog at all times. Failure to immediately do so shall constitute a nuisance.

F. CONFERENCE / MEDIA ROOM

The Conference/Media Room is available for use by owners and renters where five (5) Units or more are booked in the same party. General membership events will supersede any request by an owner or renter. Please visit the office for an explanation of all charges as well as Rules and Regulations as specified in the Conference/Media Room Rental Contract.

The Conference/Media Room Rental Contract must be signed on or before the date of reservation and the applicable security deposit shall be paid at the time of reservation. Other fees must be paid upon obtaining the access code. A Conference/Media Room Cleaning and Damage Checklist will be given to the owner or renter for completion to be returned by 10:00 AM on the day following the rental. Property functions for all AQUA owners will always supersede individual events.

Conference/Media Room rental fees include:

Security Deposit	\$100
Clean up fee	\$100

G. MISCELLANEOUS

56. Whenever any determination, finding, action, consent or approval by or from the Association is required or allowed under these Rules and Regulations, the decision of its Board of Directors shall be final and binding.

57. No waterbeds shall be allowed at AQUA.

58. Aquariums will be allowed only if approved by the Board.