FILE# 96-056153
BAY COUNTY, FLORIDA

DECLARATION OF CONDOMINIUM

OF

** OFFICIAL RECORDS **
BOOK: 1677 PAGE: 1083

LONG BEACH TOWER II, A CONDOMINIUM

Panama City Beach, Florida

MADE THIS 17th day of December, 1996, by Long Beach Resort Developers, a joint venture partnership consisting of Long Beach Resort I Corporation, a Florida corporation, Long Beach Resort II Corporation, a Florida corporation and Long Beach Resort III Corporation, a Florida corporation (the "Developer"), for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (the "Condominium Act").

A. Name and Address. The name by which this condominium is to be identified is "Long Beach Tower II, a Condominium," (the "Condominium") and the Condominium's address is 10511 Front Beach Road, Panama City Beach, Florida 32407.

B. The Land. The lands owned by the Developer, which by this instrument are submitted to the Condominium form of ownership, are the lands lying in Bay County, Florida, described as follows:

DESCRIPTION OF TOWER II (REVISED): COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 1, FIRST ADDITION TO LONG BEACH ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 21, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE NORTH 34°25'26" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND A PROJECTION THEREOF FOR 236.21 FEET TO A POINT LOCATED 33 FEET SOUTHERLY OF THE CENTERLINE OF U.S. HIGHWAY NO. 98; THENCE SOUTHEASTERLY ALONG A LINE LOCATED 33 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID U.S. HIGHWAY NO. 98, WHICH IS A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4616.75 FEET FOR AN ARC DISTANCE OF 557.15 FEET, THE CHORD OF SAID ARC BEARING SOUTH 70°53'51" EAST FOR 556.81 FEET TO A PARCEL DEEDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN BAY COUNTY OFFICIAL RECORDS BOOK 1627, PAGE 1189; THENCE SOUTH 70°02'40" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL FOR 171.08 FEET; THENCE SOUTH 74°50'26" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL FOR 169.04 FEET; THENCE NORTH 11°26'53" EAST ALONG THE EASTERLY LINE OF SAID PARCEL FOR 23.87 FEET TO A POINT ON SAID LINE LOCATED 33 FEET SOUTHERLY OF THE CENTERLINE OF U.S. HIGHWAY NO. 98; THENCE SOUTHEASTERLY ALONG SAID LINE WHICH IS A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4616.75 FOR AN ARC DISTANCE OF 229.89 FEET, THE CHORD OF SAID ARC BEARING SOUTH 79°58'42" EAST FOR 229.87 FEET TO THE NORTHERLY PROJECTION OF THE WESTERLY RIGHT OF WAY LINE OF GULF DRIVE (50 FOOT RIGHT OF WAY); THENCE SOUTH 00°34'31" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF GULF

DRIVE AND A PROJECTION THEREOF FOR 153.17 FEET; THENCE NORTH 89°25'29" WEST FOR 87.72 FEET; THENCE SOUTH 34°50'19" WEST FOR 7.53 FEET; THENCE SOUTH 00°34'31" WEST FOR 25.42 FEET; THENCE SOUTH 34°50'19" WEST FOR 24.47 FEET; THENCE NORTH 55°09'41" WEST FOR 70.41 FEET; THENCE SOUTH 34°50'19" WEST FOR 279.67 FEET; THENCE NORTH 55°09'41" WEST FOR 46.57 FEET; THENCE SOUTH 34°39'54" WEST FOR 25.93 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 34°39'54" WEST FOR 16.37 FEET; THENCE NORTH 55°15'07" WEST FOR 7.71 FEET; THENCE SOUTH 34°45'13" WEST FOR 29.09 FEET; THENCE SOUTH 54°37'54" EAST FOR 0.33 FEET; THENCE SOUTH 35°22'06" WEST FOR 3.72 FEET; THENCE NORTH 54°42'38" WEST FOR 1.45 FEET; THENCE NORTH 34°52'19" EAST FOR 3.16 FEET; THENCE NORTH 55°16'22" WEST FOR 11.55 FEET; THENCE SOUTH 35°20'54" WEST FOR 6.94 FEET; THENCE NORTH 55°14'44" WEST FOR 24.64 FEET; THENCE NORTH 34°12'22" EAST FOR 7.07 FEET; THENCE NORTH 55°35'10" WEST FOR 11.54 FEET; THENCE SOUTH 36°32'44" WEST FOR 3.75 FEET; THENCE NORTH 55°05'59" WEST FOR 30.97 FEET; THENCE NORTH 31°49'11" EAST FOR 3.60 FEET; THENCE NORTH 55°19'22" WEST FOR 11.26 FEET; THENCE SOUTH 36°06'32" WEST FOR 6.81 FEET; THENCE NORTH 55°08'54" WEST FOR 24.79 FEET; THENCE NORTH 35°02'24" EAST FOR 6.91 FEET; THENCE NORTH 56°20'05" WEST FOR 11.78 FEET; THENCE SOUTH 36°56'11" WEST FOR 2.75 FEET; THENCE NORTH 56°14'39" WEST FOR 1.24 FEET; THENCE NORTH 33°27'36" EAST FOR 2.82 FEET; THENCE NORTH 55°01'29" WEST FOR 11.68 FEET; THENCE SOUTH 36°04'57" WEST FOR 6.71 FEET; THENCE NORTH 55°12'35" WEST FOR 24.74 FEET; THENCE NORTH 34°23'43" EAST FOR 6.79 FEET; THENCE NORTH 55°11'08" WEST FOR 11.53 FEET; THENCE SOUTH 35°14'36" WEST FOR 3.60 FEET; THENCE NORTH 55°08'58" WEST FOR 31.04 FEET; THENCE NORTH 34°14'46" EAST FOR 3.65 FEET; THENCE NORTH 54°34'11" WEST FOR 11.54 FEET; THENCE SOUTH 35°14'41" WEST FOR 6.95 FEET; THENCE NORTH 55°18'35" WEST FOR 24.71 FEET; THENCE NORTH 34°06'19" EAST FOR 6.91 FEET; THENCE NORTH 55°10'53" WEST FOR

11.42 FEET; THENCE SOUTH 36°45'24" WEST FOR 2.98 FEET; THENCE NORTH 54°12'22" WEST FOR 1.44 FEET; THENCE NORTH 35°17'50" EAST FOR 3.63 FEET; THENCE SOUTH 54°42'10" EAST FOR 0.33 FEET; THENCE NORTH 34°42'32" EAST FOR 29.15 FEET; THENCE NORTH 55°14'19" WEST FOR 7.58 FEET; THENCE NORTH 34°45'41" EAST FOR 16.38 FEET; THENCE SOUTH 55°09'47" EAST FOR 39.61 FEET; THENCE NORTH 35°03'50" EAST FOR 0.65 FEET; THENCE SOUTH 54°56'10" EAST FOR 9.53 FEET; THENCE SOUTH 34°59'05" WEST FOR 11.22 FEET; THENCE SOUTH 55°00'55" EAST FOR 1.82 FEET; THENCE SOUTH 34°59'05" WEST FOR 5.79 FEET; THENCE SOUTH 55°00'55" EAST FOR 30.47 FEET; THENCE NORTH 35°03'10" EAST FOR 12.28 FEET; THENCE SOUTH 54°58'36" EAST FOR 11.23 FEET; THENCE SOUTH 34°36'34" WEST FOR 12.16 FEET; THENCE SOUTH 55°1'33" EAST FOR 14.47 FEET; THENCE NORTH 34°40'59" EAST FOR 22.84 FEET; THENCE SOUTH 55°43'51" EAST FOR 10.26 FEET; THENCE NORTH 34°38'19" EAST FOR 46.71 FEET; THENCE SOUTH 54°55'06" EAST FOR 38.76 FEET; THENCE SOUTH 34°58'04" WEST FOR 46.61 FEET; THENCE SOUTH 54°48'15" EAST FOR 10.18 FEET; THENCE SOUTH 35°07'20" WEST FOR 22.80 FEET; THENCE SOUTH 55°13'47" EAST FOR 14.59 FEET; THENCE NORTH 34°55'31" EAST FOR 12.06 FEET; THENCE SOUTH 55°12'02" EAST FOR 11.24 FEET; THENCE SOUTH 34°44'14" WEST FOR 12.16 FEET; THENCE SOUTH 55°00'36" EAST FOR 30.35 FEET; THENCE NORTH 35°11'47" EAST FOR 5.83 FEET; THENCE SOUTH 55°00'36" EAST FOR 1.84 FEET; THENCE NORTH 34°59'24" EAST FOR 11.37 FEET; THENCE SOUTH 54°50'38" EAST FOR 9.52 FEET; THENCE SOUTH 34°59'24" WEST FOR 0.68 FEET; THENCE SOUTH 55°09'09" EAST FOR 39.60 FEET TO THE POINT OF BEGINNING.

including an easement recorded in Official Records Book 1677, Page 1079, of the public records of Bay County, Florida, to Long Beach Resort Management, Inc., a Florida corporation, and the Developer, their successors and assigns (the "Easement Holder"), for the purpose of providing ingress and egress for roadways and utilities including without limitation to, water, sanitary sewer, electric, gas, cable television and telephone to two parcels of land adjacent

to the Condominium which is owned, leased or used by the Easement Holder.

2. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

A. Assessment means a share of funds required for payment of common expenses, including those common expenses incurred pursuant to the Community Property Agreement which are from time to time assessed against the unit owner.

B. Association means Long Beach Resort Community Association, Inc., a non-profit Florida corporation, and its successors (the corporate entity responsible for the operation of the Condominium).

C. Board of Directors means the board of administration responsible for the administration of the Association.

D. By-Laws means the By-Laws of the Association existing from time to time.

E. Common Elements means the Condominium property that is not within the units.

F. Common Expenses shall include expenses of administration; expenses of insurance; expenses of maintenance operation, repair and replacement and betterment of the Common Elements and the portions of the unit to be maintained by the Association; expenditures or amounts of Assessments by the Association for payment of cost that are the responsibility of unit owner, including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit; expenses declared common by provisions of this Declaration, the Association's By-Laws, the Community Property Agreement and any valid charge against the Condominium as a whole.

G. Common Surplus means the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits, revenues on account of the Common Elements, or any other source of income, over the Common Expenses.

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H. Community Property means that property described in and being the subject of the Community Property Agreement.

I. Community Property Agreement means the instrument attached hereto as Exhibit A which grants certain use rights and privileges in the Community Property to the Association and its members pursuant to the reservations, restrictions, covenants and agreements set forth therein.

J. Condominium means that form of ownership of real property which is created pursuant to the Condominium Act and which is comprised of units that may be owned by one (1) or more persons and having, as an appurtenance to each unit, an undivided share in the Common Elements.

K. Condominium Parcel means a unit, together with the undivided share in the Common Elements appurtenant to the unit.

L. Condominium Property means the lands, leaseholds and personal property that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

M. Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created as they may be from time to time amended.

N. Institutional Mortgagee means a bank, savings and loan association, an insurance company, a pension fund, a real estate investment trust, a mortgage banker, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal or State agencies, or other like business entity holding a mortgage on a Condominium Parcel.

O. Number and Gender are used herein so that, when the context so permits, the use of the plural shall include the singular, the singular shall include the plural and the use of any gender shall be deemed to include all genders.

P. Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the

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Declaration and By-Laws, shall include but not be limited to electric power, hot and cold water, heating, refrigeration, air conditioning, cable television, garbage, telephone and sewage disposal.

3. LONG BEACH TOWER II, A CONDOMINIUM, DEVELOPMENT PLAN. The subject Condominium is described and established as follows:

A. Survey. The survey of the land showing the improvements on it is attached as Exhibit B.

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

C. Amendment of Plans.

(1) Alteration of Plans. The plans attached hereto as composite Exhibit C may be amended only by a majority or more of the total voting interest unless required by a governmental entity.

D. Easements.

(1) Utility Easements. Easements are reserved through the Condominium Property as may be required for utility service or ingress and egress to serve the Condominium adequately and the Association may grant permits, licenses and easements over, under or upon the Common Elements for utilities, ingress and egress or other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. Provided, however, such easements to a unit shall be only according to the plans and specifications for the unit building, or as the building is constructed, unless approved in writing by the unit owner.

(2) Cross Easements. Easements are hereby created in favor of all unit owners in any condominium which may from time to time grant reciprocal easements to the unit owners of this Condominium, for pedestrian and vehicular ingress and egress, for use of recreational facilities, if any, and for ingress and egress to provide power, electric, telephone, sewer, water and other Utility Services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith and other similar purposes; or any one or all

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of the foregoing. Developer, for itself, its nominee, its assigns and the Association, reserves an easement upon the Common Elements henceforth for any of the foregoing purposes.

(3) Easements for Encroachments. The Common Elements of Long Beach Tower II, a Condominium, may be joined or connected with or may encroach or be encroached upon by the Community Property or portions thereof. In the event of the foregoing, the same is deemed authorized and an easement appurtenant to the extent of any such encroachment and such easement shall exist so long as such encroachment shall exist. Further, all the Condominium Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of a building, or caused by minor inaccuracies in building or rebuilding, which encroachments shall be permitted to remain undisturbed and such shall continue until such encroachments no longer exist. Reconstruction following casualty damage may continue any previously existing encroachment.

(4) Ingress and Egress Easement. Each unit owner of the Condominium shall have a nonexclusive easement for ingress and egress between said unit and the public roads and streets serving the Condominium, over the halls, corridors, stairs, walks, driveways, parking areas, exterior access and other portions of the Common Elements of the Condominium and the Community Property.

(5) Access to Make Repairs. The Association has an irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another unit.

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

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

(1) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundary. The horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. When there is attached to the building a balcony, deck, patio, canopy, stairway or other portion of the building serving only the unit being bounded, the perimetrical boundaries shall be extended to include the intersecting vertical plane adjacent to and which include all of such structures and fixtures thereon.

F. Common Elements. The Common Elements include the land and all of the parts of the Condominium not within the unit.

4. THE UNIT. The units of the Condominium are described more particularly and the rights and obligations of their owners established as follows:

A. Types Of Units. There are a variety of unit floor plans which are located in the building as follows:

Unit Type	Number of Units
1 Bedroom, 1 Bathroom - B	28
2 Bedroom, 2 Bathroom - C	28
3 Bedroom, 3 Bathroom - A	28
Commercial General Storage Unit	1
Commercial Laundry/Housekeeping Unit	1
Pool Restrooms Unit	1

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

C. Appurtenances to Units. The owner of each unit shall own a share and certain interest in the Condominium Property, which share and interest is appurtenant to the several units as:

(1) Common Elements and Common Surplus. An undivided share in the land and other Common Elements and the Common Surplus for each unit as is set forth in Exhibit F.

(2) Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association, including those set forth in the Community Property Agreement.

(3) Automobile Parking Spaces. Automobile parking spaces will be made available so that at least one automobile parking space will be available for use by each unit owner according to such reasonable rules and regulations as may from time to time be promulgated by the Association; provided, that at all times each unit owner shall be entitled to the use of at least one automobile parking space without charge.

(4) Vote. Each unit shall be entitled to one (1) vote, said vote to be cast by the unit owner in the manner prescribed by the By-Laws of the Association.

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

E. Maintenance, Alteration and Improvement. Responsibility for the maintenance for the Condominium Property, and restrictions upon its alterations and improvements shall be as follows:

(1) Units.

(a) By the Association. The Association shall maintain, repair and replace as a common expense of this Condominium:

(1) All portions of a unit except interior surfaces contributing to the support of the unit building, which portion shall include but not be limited to the outside walls of the unit building and all fixtures on its exterior, boundary walls of units, floor and ceiling decking, load bearing columns and load bearing walls and all balconies, porches, patios, or similar facilities serving the unit;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the Condominium other than the unit within which contained;

(3) All portions of a unit which are damaged as a result of a casualty for which the Association has secured insurance coverage;

(4) All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

(5) Notwithstanding the foregoing, the Association shall have the authority to require unit owners at their expense to maintain, repair and replace all windows, all exterior doors, including sliding glass doors, all screens and glass for windows or doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures or other facilities, required to provide utilities to a unit, when any or all of the foregoing shall serve only one (1) unit.

(b) By the Unit Owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portion to be maintained, repaired and replaced by the Association, or, in the event damage resulting from casualty, that portion for which the

Association has secured insurance coverage. Such shall be done without disturbing the rights of other unit owners.

(2) Except in the event of damage resulting from casualty for which the Association has secured insurance coverage, the portions of a unit to be maintained, repaired and replaced by a unit owner at his expense shall include but not be limited to the following: compressor and air handling equipment for space cooling and heating; service equipment such as dishwasher, refrigerator, compactor, disposal, oven and stove and hot water heater, whether or not built-in; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building, including any balcony, porch, patio or similar facility whether a part of the unit or not, in any manner whatsoever without the prior written consent of the Board of Directors of the Association, including installation of television antennae.

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

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

(2) Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a common expense of this Condominium.

(b) Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no substantial alteration nor further substantial improvement of the real property constituting the Common Elements without prior approval by the owners of not less than two-thirds (2/3) of the units. No such alteration or improvement shall materially interfere with the rights of any unit owner without his consent.

(c) Enlargement. Land or other property interests acquired by the Association, including but not limited to the Community Property, may be added to the land or other property interests submitted to Condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the interests in the property being added to the Common Elements, submit same to the Declaration and shall vest title to the property added to the Common Elements in the unit owners as a part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the units owned by them. Such enlargement of the Common Elements shall be effective upon the recording in the public records of Bay County, Florida, of a certificate of the Association certifying that the amendment was adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed.

(d) Land Not Incorporated. Any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of this Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the unit owners. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be

executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

(e) Personal Property. Any personal property acquired by the Association may be sold, mortgaged or otherwise disposed of by appropriate vote of the Board of Directors of the Association without approval of the unit owners.

5. ASSESSMENTS. The making and collection of Assessments against unit owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, such share being the same as the undivided share in the Common Elements appurtenant to his unit. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent of the original mortgage debt. The first mortgagee's liability for such expenses or Assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the unit by the mortgage or one percent (1%) of the original mortgage debt, whichever amount is less.

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B. Non Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the unit for which the Assessment is made.

C. Operating Capital. Each purchaser of a unit from the Developer will pay to the Association a sum equal to one quarter's maintenance fee on his unit as a contribution towards operating capital of the Association.

D. Interest; Application of Payment. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. All payments upon accounts shall be first applied to interest and then to the Assessment payment first due.

E. Lien for Assessments. The Association shall have a lien on each Condominium Parcel for any unpaid Assessments together with interest thereon, against the owner of such Condominium Parcel. Reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or the enforcement of such lien, shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for Common Expenses incurred pursuant to the Community Property Agreement or other use charges and operation costs designated by this Declaration as Common Expenses.

The Association's liens shall be effective from and after the time of recording in the public records of Bay County, Florida, of a claim of lien stating the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All liens of the Association shall be

subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

F. Collection and Foreclosure. The Board of Directors may take such action as they deem necessary to collect Assessments of the Association by personal action or by enforcing and foreclosing the Association's lien, and may settle and compromise same, if in the best interest of the Association. The Association's lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the Court may require the Condominium Parcel owner to pay a reasonable rental for the Condominium Parcel if the Condominium Parcel owner is in possession of the unit during the period of foreclosure, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner or occupant or both.

G. Liability of Mortgagee. A mortgagee, including a first mortgagee, who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the certificate of title or deed, as the case may be. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event, does the first mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expense or Assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. Any unpaid share of Common Expenses or Assessments shall be deemed to

be Common Expenses collectable from all of the unit owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for the payment of the Common Expenses and such other expenses as may be chargeable to the owner of a unit hereunder.

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

6. ASSOCIATION. The operation of the Condominium shall be by Long Beach Resort Community Association, Inc. a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached and made a part hereof as Exhibit D.

B. By-Laws. The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached and made a part hereof as Exhibit E.

C. Limitation Upon Liability of Association. Not withstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent conditions of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons. The shares of members in the funds, assets and property rights of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

D. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or

not the subject of an Association meeting, such decision may be expressed by written agreement as well as by duly recorded vote and shall, in either event, be expressed by the same person who would cast the vote of the unit owner if in an Association meeting, unless the joinder of record unit owners is specifically required by the Declaration.

7. COMMUNITY PROPERTY AGREEMENT. The Association has entered into the Community Property Agreement with the Developer. Pursuant to the Condominium Act, specifically including but not necessarily limited to Section 718.114 thereof. This agreement is intended to provide for the enjoyment, recreation and other use or benefit of the unit owners and the expenses of operation, replacements and other undertakings in connection therewith, as set forth in more detail therein, and are hereby declared to be Common Expenses of the Condominium. Additionally this agreement includes covenants and restrictions concerning use by unit owners as well as other provisions, all of which are set forth in more detail therein.

8. INSURANCE. The insurance other than title insurance that shall be carried on the Condominium Property and the property of the unit owners shall be governed by the following provisions:

A. Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, or if required by the holder of a first mortgage on one of the units, an insurance trustee designated by the Association, and all policies and their endorsements shall be deposited with the Association or, if applicable, the insurance trustee. Unit owners may obtain coverage at their own expense upon

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their personal property and for their personal liability and living expense.

B. Coverage.

(1) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value except, in the case of flood insurance, the amount shall not be required to exceed the amounts available under the National Flood Insurance Program or its successor, and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors of the Association with such deductible clauses required to obtain coverage at a reasonable cost. Such coverage shall afford protection against:

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

(b) Such other risks as from time to time shall be customarily covered with respect to buildings on the land, including but not limited to vandalism and malicious mischief, windstorm and flooding.

(c) Insurance policies providing casualty coverages pursuant to 8(B)(1)(a) and (b) above shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. Further, such policies, when appropriate and possible, shall waive the insurer's right to (1) subrogation against the Association and against the unit owners individually and as a group (2) benefit of the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance have issued coverage on the same risk and (3) avoid

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liability for a loss that is caused by an act of the Board of Directors of the Association or a director or one or more unit owners.

(2) Liability. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association.

(3) Workmen's Compensation. Workmen's compensation policy, if required to meet the requirements of law.

(4) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense of this Condominium.

D. Insurance Trustees; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to such bank located in the State of Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the "insurance trustee." The insurance trustee shall not be liable for payment of premiums, nor the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee, or the Association if no insurance trustee is designated, shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the insurance trustee:

(1) Unit Owners. An undivided share for such unit owner; such share being the same as the undivided share in the Common Elements appurtenant to his unit.

(2) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, except as otherwise provided, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Association or the insurance trustee shall be distributed to or for the beneficial owners in the manner herein provided in "9. RECONSTRUCTION OR REPAIR AFTER CASUALTY."

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

9. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, other than a unit building, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Unit Building.

(a) Lesser Damage. If the damaged improvement is a unit building and if at least one-third of the units in the unit building are found by the Board of Directors of the Association to be tenantable, the damaged property shall be

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reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major Damage. If the damaged improvement is a unit building and if less than one-third of the units in the unit building are found by the Board of Directors to be tenantable, then the damaged property will be reconstructed or repaired, unless within sixty (60) days after the casualty the owners of three-fourths (3/4) of the units and the mortgagee holding the greatest number of recorded mortgages on all units consents in writing to terminate the Condominium.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit building, by the owners of the units, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is not the result of a casualty for which the Association has secured insurance coverage and is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and

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repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair by the Association, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessment shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to the owner's share in the Common Elements.

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

(1) Association. If the total Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand Dollars ($10,000.00), then the sums paid upon such Assessments shall be deposited by the Association with the insurance trustee if one has been designated. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(2) Construction Fund. The proceeds of insurance collected on account of a casualty, and the proceeds from collections of Assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand Dollars

($10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(b) Association Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand Dollars ($10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Association or the insurance trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they be advised.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs for reconstruction and repair shall be from insurance proceeds. If there is a balance in construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of Assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions of this instrument, the insurance trustee shall not be required to determine whether or not sums paid by the unit owners upon Assessments shall be deposited by the Association with the

insurance trustee, nor to determine whether the disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the insurance trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be obtained prior to disbursements in payment of costs of reconstruction and repair.

10. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the building containing the units in useful condition exists on the land.

A. Units. Each of the Units, except for the commercial units (including the Pool Restrooms Unit), shall be occupied only as a residence either permanent or transient and for no other purpose and any lease of such residential units shall cover the entire unit. The commercial units may be used for any purpose that other units may used for as well as commercial purposes permitted by applicable zoning or other land use ordinances imposed by governmental authorities.

B. Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

C. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary

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condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

D. On-Site Sales & Rentals. Except as reserved to the Developer and except for the commercial units, the Condominium Property and Community Property shall not be used as a location for conducting sales or rentals of units in this or any other condominium. The commercial units may be used for on-site sales and rentals of condominium units, for a general real estate business, and for other commercial purposes permitted by applicable zoning and land use regulations and during any period of such use, neither any unit owner nor the Association nor other uses of the Condominium, Condominium Property or Community Property shall interfere with the use of the commercial units for such purposes.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modifications or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the Condominium upon request.

G. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all developer-owned units included within any condominium which may ultimately be a part of Long Beach Resort, neither any unit owner nor the Association nor the use of the Condominium shall interfere with the completion of the contemplated improvements and

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the sale of the units. The Developer may make such use of the unsold developer-owned units and common elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of any units of any condominium that may ultimately be a part of Long Beach Resort, the display of signs and rental of unsold units. The sales office, the furniture and furnishings in all model units, signs and all items pertaining to sales shall not be Common Elements and shall remain the property of the Developer. The Developer shall have the absolute right to rent or lease unsold developer-owned Condominium units subject to any duly adopted requirements imposed by the Association and which are applicable to all other owners and units.

11. NOTIFICATION OF TRANSFER OF INTEREST. The transfer of fee ownership or other interest in units in the Condominium by sale, lease, gift, devise, inheritance, foreclosure or other method, shall not be subject to the prior approval of the Association; however, both the transferor and the transferee shall notify the Association of the transfer unless same is a lease or rental for a term of less than one (1) month, within ten (10) days of the date of the transfer, together with such other information concerning the transferee as the Association may reasonably require.

12. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to

the extent that such expense is not met by the proceeds of insurance carried by the Association.

B. Fines. The Board of Directors of the Association may upon notice and hearing before said Board, fine, and charge any offending member a sum not to exceed One Hundred Dollars ($100.00) for each infraction of the provisions of this Declaration, the Articles, By-Laws or rules and regulations of the Association. No fine shall constitute a lien against the unit. The provisions of this paragraph shall not apply to unoccupied units.

C. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

D. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter.

13. SPECIFIC RIGHTS OF INSTITUTIONAL MORTGAGEES. In addition to the rights and privileges expressly granted to the mortgagees of Condominium units in other Articles of this Declaration of Condominium, each and every Institutional Mortgagee shall have the following rights and entitlements:

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

B. An Institutional Mortgagee shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year of the Association.

C. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed, unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. However, the mortgagee's liability is limited to a period not exceeding six months, but in no event does the first mortgagee's liability exceed one percent of the original mortgage debt. The first mortgagee's liability for such expenses or Assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six months of the unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the unit by the mortgage or one percent of the original mortgage debt, whichever amount is less, unless the share is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage of the Institutional Mortgagee. The unpaid share of Common Expenses or Assessments are Common Expenses collectable from all of the unit owners, including such acquirer and its successors and assigns. No mortgagee, whether an Institutional Mortgagee or otherwise, acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, shall be, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

D. Upon written request to the Association identifying the name and address of the Institutional Mortgagee, such Institutional Mortgagee will be entitled to timely written notice of the following:

(1) Any condemnation, loss or other casualty loss which affects a material portion of the Condominium or any unit

which is encumbered by a mortgage held by the Institutional Mortgagee;

(2) Any delinquency in the payment of Assessments or Common Expenses owed by an owner of a unit subject to a mortgage held by an Institutional Mortgagee, which remains uncured for a period of sixty (60) days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) Any proposed action which would require the consent of a specified percentage of mortgage holders.

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

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

(1) Approval by the owners of two-thirds (2/3) of the units; or

(2) Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the Common Elements.

(3) If there is an omission or error in this Declaration of Condominium or in other documents required by law to establish the condominium, or any part thereof, the Association may correct the error or omission by an amendment to the declaration, or the other documents required to create the condominium and such amendment need only be approved by a majority of the Voting

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Interest when proposed by the members of the Association. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of unit owners, unless the affected unit owners consent in writing. This subsection does not restrict the powers of the Association to otherwise amend the declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of unit owners are not materially or adversely affected.

C. Proviso. Provided, however, no amendment shall change any unit nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

D. In addition to any other method of amending this Declaration provided for elsewhere herein, Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships, (iii) to bring this Declaration into compliance with the Florida Condominium Act, (iv) to correct clerical or typographical errors

in this Declaration or any Exhibit hereto or any amendment thereto or (v) to make any other non-material change in this Declaration or any Exhibit hereto or any amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each owner, mortgagee or other lienholder. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The reserved rights of the Developer under this Article shall terminate ten (10) years from the date of recording of the Declaration.

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

15. MERGER OF CONDOMINIUM.

A. Single Complex. Long Beach Tower II, a Condominium, is one of several condominiums that make up a single complex and form a planned development known as "Long Beach Resort." A number of separate condominiums may be developed as a part of Long Beach Resort. All of the separate condominiums which form a part of Long Beach Resort are operated by a single condominium association. One or more of the separate condominiums may wish to merge with one or more of the other condominiums in Long Beach Resort in order to achieve certain additional operating efficiencies, to reduce expenses and to reduce the work load of the Board of Directors of the Association with respect to the preparation of separate operating budgets for the separate condominiums operated by the Association.

B. Merger Procedure. The merger of Long Beach Tower II, a Condominium, with any one or more of the other condominiums in Long Beach Resort shall occur upon the following conditions:

1. The issue of merger shall be determined upon the approval of one hundred percent (100%) of all of the unit owners of each condominium to be merged and of all record holders of liens; and

2. A new or amended declaration of condominium for the merged condominium(s) shall be adopted and recorded upon the approval of one hundred percent (100%) of all of the unit owners of each condominium to be merged and of all record holders of liens; and

3. The new or amended declaration of condominium for the merged condominium(s) shall provide that the fractional share of the Common Elements to be owned by the unit owners and the fractional share of the Common Expenses and Common Surplus to be shared by the unit owners shall be derived by either of the following two formulas: (a) the numerator shall be 1 and the denominator shall be the total number of units in the merged condominium(s); or (b) the numerator shall be the square footage of a unit as determined by the Board of Directors of the Association and the denominator shall be the total square footage of all of the units in the merged condominium(s) as determined by the Board of Directors of the Association. The issue of which of the two formulas shall be used shall be determined upon the approval of one hundred percent (100%) of all the unit owners of each condominium to be merged and of all record holders of liens.

C. Construction. The terms and provisions of this paragraph 15 entitled "MERGER OF CONDOMINIUM" shall supersede and take precedence over any other provision contained in this Declaration of Condominium which may be contrary or inconsistent herewith.

16. TERMINATION. In addition to the manner provided by the Condominium Act, the Condominium will be terminated without agreement if it is determined in the manner elsewhere provided in

this Declaration that the unit building shall not be reconstructed because of major damage.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

LONG BEACH RESORT DEVELOPERS,
a Florida Joint Venture

By: LONG BEACH RESORT I CORPORATION
General Partner

By: _____
Wesley L. Burnham, Jr.
Its President

(Corporate Seal)

_____
ROBERT D. REICH JR.
Printed Name of Witness

_____
ELIZABETH J. WALTERS
Printed Name of Witness

By: LONG BEACH RESORT II CORPORATION
General Partner

By: _____
J. Wallace Nall, Jr.
Its President

(Corporate Seal)

_____
ELIZABETH J. WALTERS
Printed Name of Witness

_____
ROBERT D. REICH JR.
Printed Name of Witness

By: LONG BEACH RESORT III CORPORATION
General Partner

By: _____
Michael E. Stephens
Its President

(Corporate Seal)

_____
Printed Name of Witness

_____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 17th day of December, 1996, by Wesley L. Burnham, Jr., as President of Long Beach Resort I Corporation, a Florida corporation, General Partner of Long Beach Resort Developers, a Joint Venture Partnership, on behalf of the joint venture. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

My Commission Expires:

_____
Notary Public

_____
Printed Name of Notary
Commission # _____

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ELIZABETH J. WALTERS
My Comm. Exp. 8/18/2000
No. CC578238
Personally Known ( ) Other

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

LONG BEACH RESORT DEVELOPERS,
a Florida Joint Venture

By: LONG BEACH RESORT I CORPORATION
General Partner

By: _____
Wesley L. Burnham, Jr.
Its President

(Corporate Seal)

_____
ROBERT D. REICH JR.
Printed Name of Witness

_____
ELIZABETH J. WALTERS
Printed Name of Witness

By: LONG BEACH RESORT II CORPORATION
General Partner

By: _____
J. Wallace Nall, Jr.
Its President

(Corporate Seal)

_____
ELIZABETH J. WALTERS
Printed Name of Witness

_____
ROBERT D. REICH JR.
Printed Name of Witness

By: LONG BEACH RESORT III CORPORATION
General Partner

By: _____
Michael E. Stephens
Its President

(Corporate Seal)

_____
Printed Name of Witness

_____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 17th day of December, 1996, by Wesley L. Burnham, Jr., as President of Long Beach Resort I Corporation, a Florida corporation, General Partner of Long Beach Resort Developers, a Joint Venture Partnership, on behalf of the joint venture. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

My Commission Expires:

_____
Notary Public

_____
Printed Name of Notary
Commission # _____

(Notary Seal)

ELIZABETH J. WALTERS
My Comm. Exp. 8/18/200[illegible]
No. CC578236
Personally Known

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 17th day of December, 1996, by J. Wallace Nall, Jr., as President of Long Beach Resort II Corporation, a Florida corporation, General Partner of Long Beach Resort Developers, a Joint Venture Partnership, on behalf of the joint venture. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

My Commission Expires:

ELIZABETH J. WALTERS
My Comm. Exp. 8/18/2000
No. CC578238
(NOTARY PUBLIC STATE OF FLORIDA)
(Notary Seal) (✓) Personally Known ( ) Other I.D.

Elizabeth J. Walters
Notary Public

Printed Name of Notary
Commission # _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 199_, by Michael E. Stephens, as President of Long Beach Resort III Corporation, a Florida corporation, General Partner of Long Beach Resort Developers, a Joint Venture Partnership, on behalf of the joint venture. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

My Commission Expires:

_____
Notary Public

(Notary Seal)

Printed Name of Notary
Commission # _____

THIS INSTRUMENT PREPARED BY:

LES W. BURKE, ESQ.
BURKE & BLUE, P.A.
P. O. Box 70
Panama City, Florida 32402

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 17th day of December, 1996, by J. Wallace Nall, Jr., as President of Long Beach Resort II Corporation, a Florida corporation, General Partner of Long Beach Resort Developers, a Joint Venture Partnership, on behalf of the joint venture. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

My Commission Expires:

ELIZABETH J. WALTERS
My Comm. Exp. 8/18/2000
No. CC578238
[ ] Personally Known [ ] Other I.D.

(Notary Seal)

Notary Public

Printed Name of Notary
Commission # _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 17th day of December, 1996 by Michael E. Stephens, as President of Long Beach Resort III Corporation, a Florida corporation, General Partner of Long Beach Resort Developers, a Joint Venture Partnership, on behalf of the joint venture. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

My Commission Expires: 5/25/99

(Notary Seal)

Notary Public
Rhonda E. Hogue

Printed Name of Notary
Commission # _____

THIS INSTRUMENT PREPARED BY:

LES W. BURKE, ESQ.
BURKE & BLUE, P.A.
P. O. Box 70
Panama City, Florida 32402