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*******DISCLAIMER*******

CARILLON BEACH

DECLARATION
of
Charter, Easements,
Covenants and Restrictions

TABLE OF CONTENTS

Statement of Purpose 1
Declaration 1

Article I: Definitions

1.1 Articles..... 1
1.2 Arts Trust..... 1
1.3 Assessments 2
1.4 Association..... 2
1.5 Board 2
1.6 Building 2
1.7 Bylaws..... 2
1.8 Carillon Beach 2
1.9 Carillon Beach Design Code 2
1.10 Commons 2
1.11 Common Roads 2
1.12 Community Planner..... 3
1.13 Community Meeting 3
1.14 Declaration 3
1.15 Design Review Board..... 3
1.16 Founder..... 3
1.17 Lot..... 3
1.18 Member..... 3
1.19 Mortgagee 3
1.20 Neighborhood 3
1.21 Owner..... 3
1.22 Special Use Parcel..... 3
1.23 Supplemental Declaration..... 3

Article II: Property Subject to This Declaration

2.1 Initial Property..... 4
2.2 Annexation of Additional Property..... 4
2.3 Platted Lots..... 4

Article III: Commons

3.1 Title 4
3.2 Maintenance; Capital Improvements 5
3.3 Permitted Uses..... 5
3.4 Use by Non-Members 5
3.5 Access; Pinnacle Port Shared Services 5
3.6 Common Road Regulation 6
3.7 Damage or Destruction of Commons by Owner..... 6
3.8 Limitation of Liability 6

Article IV: Easements

4.1 Owners' Easement of Enjoyment..... 6

4.2	Relationship between Lots	7
4.3	Easements in Favor of the Founder and Association.....	7
4.4	Wetlands; Coastal Areas.....	8

Article V: Community Planning

5.1	Community Planner.....	8
5.2	Modification of Carillon Beach Design Code.....	8

Article VI: Administration of Carillon Beach Design Code

6.1	Design Review Board.....	9
6.2	Review Procedure.....	9
6.3	Liability.....	10

Article VII: Owners' Association

7.1	Duties	10
7.2	Additional Powers.....	10
7.3	Contracts	11
7.4	Membership.....	11
7.5	Voting Rights	11
7.6	Exercise of Vote.....	12
7.7	Board of Directors.....	12
7.8	Additional Provisions.....	12

Article VIII: Decision Making

8.1	Community Meeting	12
8.2	Action without Meeting.....	13
8.3	Board Meetings.....	13
8.4	Record Keeping	13

Article IX: Association Budget

9.1	Fiscal Year	13
9.2	Budget Items.....	13
9.3	Reserves.....	13
9.4	Preparation and Approval of Annual Budget.....	14
9.5	Effect of Failure to Prepare or Adopt Budget.....	14
9.6	Capital Improvements.....	14
9.7	Neighborhood Improvement.....	14
9.8	Accounts.....	15

Article X: Covenants for Maintenance Assessments

10.1	Obligation for Assessments	15
10.2	Equitable Division of Assessment.....	15
10.3	General Assessments	16
10.4	Special Assessment	16
10.5	Carillon Beach Arts Trust Assessments	16
10.6	Neighborhood Assessment.....	17
10.7	Individual Lot Assessments.....	17
10.8	Capital Contribution.....	17

10.9	Effect of Nonpayment of Assessment; Remedies	17
10.10	Certificate of Payment	18

Article XI: Use of Individual Lots

11.1	Owner's Responsibility.....	18
11.2	Permitted Uses.....	18
11.3	Prohibited Uses.....	18
11.4	Pets.....	18
11.5	Signs.....	19
11.6	Automobiles.....	19
11.7	Attractiveness and Safety of Lots.....	19
11.8	Temporary Structures.....	19
11.9	Rules and Regulations	19
11.10	Enforcement.....	20

Article XI: Insurance

12.1	Review of Coverage	21
12.2	Casualty Insurance	21
12.3	Public Liability.....	21
12.4	Director Liability Insurance	21
12.5	Other Coverage	21
12.6	Lot Coverage.....	21
12.7	Repair and Reconstruction after Fire or Other Casualty	21

Article XIII: Amendment, Redevelopment and Termination

13.1	Amendment	22
13.2	Redevelopment	22
13.3	Duration; Termination.....	24
13.4	Rerecording.....	24
13.5	Condemnation	24

Article XIV: General Provisions

14.1	Interpretation.....	24
14.2	Invalidity	24
14.3	Enforcement of Declaration	24
14.4	Notices.....	25
14.5	Gender and Number	25
14.6	Consent of Mortgagees	25
14.7	Law to Govern.....	25

Schedule of Exhibits:

- Exhibit A: Articles of Incorporation of Carillon Beach Association, Inc.
- Exhibit B: Bylaws of Carillon Beach Association, Inc.

CARILLON BEACH

Summary of Declaration Provisions and Carillon Beach Design Code

Carillon Beach is a new development on the Gulf of Mexico in Bay County between Destin and Panama City Beach, Florida. Built among the dunes between a lake and the Gulf, Carillon Beach is designed to respect the climate and the dune system on which it rests.

To implement the Carillon Beach Design Code and to establish an owners' association to maintain Carillon Beach, the developer will submit the property to the Carillon Beach Declaration of Charter, Easements, Covenants and Restrictions, which will be recorded in the county's public records. This summary describes, as accurately as possible, the major provisions of the Declaration. For more complete information, please read the entire Declaration and the Carillon Beach Design Code and refer to the plat of the subdivision.

1. Design Code. The Carillon Beach Design Code, developed by architect Lloyd Vogt of New Orleans, describes guidelines for site planning, architecture and landscaping. Planning guidelines establish the number of dwellings per lot, setbacks and parking requirements. The architectural section guides the details of buildings and the materials of which they may be constructed. The landscape section assists in the protection of the dune structure, preservation of natural vegetation and addition of appropriate new plantings.

Although not a part of the recorded Declaration, the Design Code is implemented by the Declaration. To protect these design standards, the Design Review Board will approve all plans for construction. All construction must be in accordance with approved plans. The Carillon Beach Design Code may be modified and improved from time to time.

2. Owners' Association; Common Property. The owners' association is responsible for maintaining common facilities, called the "Commons," and enforcing the Declaration. The association is a Florida not-for-profit corporation governed by Florida corporate law and the association's articles of incorporation and bylaws, which are exhibits to the Declaration. All owners within Carillon Beach are members of the Association. While the developer will control the Association during the development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Association.

The original Commons will include beach access and a beach area, which will be subject to an easement for snack sales and the sale or rental of beach equipment. As Carillon Beach is completed in phases, additional property will be added to the Commons. An easement for the roads within Carillon Beach will also be included in the Commons.

A Community Meeting provides a public opportunity for discussion and voting by the membership. Day-to-day decisions about the maintenance of Carillon Beach and enforcement of the Declaration are the responsibility of the board of directors of the Association, acting on the members' behalf.

3. Assessments. The cost of fulfilling the association's financial obligations is divided equitably among the members by means of assessments. Each regular building lot within Carillon Beach, including those owned by the developer, will pay an equal share. To assure the Association of a reliable source of funds and to protect those members who

contribute their fair share, assessments are mandatory and are secured both by a lien on the lot and the member's personal obligation. Failure to pay assessments may result in foreclosure of the lien. Each owner will be required, at closing, to contribute to the Association's operating capital.

4. Covenants. The Declaration establishes certain covenants to protect the serenity of Carillon Beach. Owners are responsible for keeping their own property clean and in good repair. Homes may be leased. However, time-share ownership is not permitted without the developer's approval. Owners may have pets so long as the pets do not disturb others, although tenants may be restricted from keeping pets.

5. Additional Development. Additional area near Carillon Beach may be added to the community. Eventually, Carillon Beach could become a mixed-use development incorporating commercial areas. A master plan shows how Carillon Beach may be expanded and developed. The developer reserves the right to amend the master plan. Incorporation of areas beyond what is shown on the master plan is also possible.

6. Access; Pinnacle Port Shared Services. Carillon Beach shares its access with another property known as Pinnacle Port under the terms of a recorded Easement Agreement. Under the terms of that agreement, Carillon Beach may be required to pay part of the cost of maintaining a shared access road, gatehouse, landscaping and patrol services.

7. Amendment. Property owners should be able to rely on the permanence of the Declaration and the general principles it states, so amendment requires greater than a simple majority approval. When conditions change over long periods of time so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment.

*Please refer to the Declaration, plat and Carillon Beach Design Code
for further information.*

CARILLON BEACH

DECLARATION of Charter, Easements, Covenants and Restrictions

CARILLON BEACH, a Florida general partnership to be known as the "Founder," makes this Declaration on the 30th day of September, 1991.

STATEMENT OF PURPOSE:

A. The real property in Bay County, Florida, to be known as "Carillon Beach," is bounded on the south by the Gulf of Mexico, and on the north by the shores of a lake. Its tall sand dunes and dense scrub oak forest are shaped by the natural forces of the wind and water.

B. The Founder, who is the owner of all of the property which composes Carillon Beach, has developed on this property the first portion of a new community, which is that property platted as Carillon Beach Phase I, recorded at Plat Book 15, pages 89 and 90, public records of Bay County, Florida (the "Initial Plat").

C. The Founder establishes this Declaration for this new community for the following purposes:

- To promote enjoyment of the natural resources of Carillon Beach and the Gulf of Mexico and to protect and enhance their beauty;
- To encourage a harmonious architecture sympathetic to natural forces;
- To plan for the possibility of both commercial and residential uses but without the customary divisions between them that require dependence on the automobile;
- To allow for self governing of Carillon Beach by its owners; and
- To provide a guide for development that will preserve certain values while allowing change when appropriate.

DECLARATION:

The Founder hereby submits the property described on the Initial Plat to this Declaration of Charter, Easements, Covenants and Restrictions, which will run with the land and be binding upon, and inure to the benefit of, every owner of Carillon Beach or any portion of it.

ARTICLE I: Definitions

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms which apply only to one article are defined the first time they appear.

1.1 Articles. "Articles" are the Articles of Incorporation of the Association, which are attached as Exhibit A to this Declaration.

1.2 Arts Trust. The "Arts Trust" is a nonprofit corporation, foundation or trust which may be formed by the Founder or by the Association for the purpose of encouraging the arts and cultural events within Carillon Beach.

1.3 Assessments. "Assessments" is the collective term for the following charges:

(a) General Assessment. The "General Assessment" is the amount distributed among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

(b) Neighborhood Assessment. A "Neighborhood Assessment" as discussed in Section 10.6 pays for special services or capital improvements approved by a Neighborhood.

(c) Individual Lot Assessment. An "Individual Lot Assessment" is a charge made to a particular Lot Owner for charges relating only to that Lot, as provided in Section 10.7.

(c) Special Assessment. A "Special Assessment" may be charged to each Lot for capital improvements or emergency expenses, in accordance with the provisions of Section 10.4.

(d) Arts Trust Assessment. The "Arts Trust Assessment" is used for the development of the arts and cultural events within Carillon Beach, as described in Section 10.5.

1.4 Association. "Association" is the Carillon Beach Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining Carillon Beach and enforcing the Declaration.

1.5 Board. "Board" is the Board of Directors of the Association.

1.6 Building. "Building" is any house or commercial building constructed on any Lot. If permitted by the Carillon Beach Design Code, a Building may be attached to another Building and share party walls.

1.7 Bylaws. "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit B to this Declaration.

1.8 Carillon Beach. "Carillon Beach" is the real property shown on the Initial Plat for Carillon Beach, as described on the first page of this Declaration, plus any additional property added by Supplemental Declaration.

1.9 Carillon Beach Design Code. The "Carillon Beach Design Code," as amended from time to time, establishes the plan for the development of Carillon Beach through its regulation of land use, architecture and environment.

1.10 Commons. "Commons" include all real property within Carillon Beach designated for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons are not dedicated for use by the general public.

1.11 Common Roads. "Common Roads" are the roads located within Carillon Beach which are intended for automobile traffic. Common Roads are part of the Commons. Title or easement rights in the Common Roads may be granted to the Association.

1.12 Community Planner. As provided in Article V, the "Community Planner" is responsible for amending the Carillon Beach Design Code when necessary, and for serving on the Design Review Board or appointing a representative to that panel.

1.13 Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in Article VIII.

1.14 Declaration. "Declaration" is this Declaration of Charter, Conditions, Easements and Restrictions for Carillon Beach.

1.15 Design Review Board. The "Design Review Board" is the panel established by Article VI to administer the Carillon Beach Design Code.

1.16 Founder. The "Founder" is Carillon Beach, a Florida general partnership, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of Carillon Beach. The Founder may also be an Owner for so long as the Founder is record owner of any Lot.

1.17 Lot. A "Lot" is the smallest parcel of land which may be separately conveyed. Ordinarily, Lots are designated as numbered, separately identifiable parcels on the recorded subdivision plat of Carillon Beach, or, for unplatted areas, as shown on a site plan of property intended to be offered for sale as a part of Carillon Beach, whether or not such property is currently available for sale. However, the Founder may redefine Lots by combining Lots or portions of Lots and adjusting the boundary of a Lot. Special Use Parcels shall be considered Lots.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Article VII of this Declaration. While the Founder owns more than one-fourth of the Lots, there may be two classes of membership, as described in Section 7.5 ("Voting Rights"); Class A Members are all Owners other than the Founder, and the Class B Member is the Founder.

1.19 Mortgagee. A "Mortgagee" is any institutional lender which holds a bona fide first mortgage encumbering a Lot as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. "Neighborhoods" may be defined by Supplemental Declaration as provided in Section 2.2. For areas in which no Neighborhoods have been defined, the Board may designate Neighborhood boundaries for the purpose of Neighborhood improvements under Section 9.7 or redevelopment under Section 13.2. To the extent possible, all Lots on both sides of a street shall be included within the same Neighborhood. Separate Neighborhoods may be created if the street is interrupted by cross streets, or by bodies of water or Commons wider than a typical Lot on that block, or if Lots on opposing sides of the street are of significantly different character.

1.21 Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.22 Special Use Parcel. A "Special Use Parcel" is a Lot of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or recreation facilities.

1.23 Supplemental Declaration. "Supplemental Declaration" is any declaration which may be recorded by the Founder or the Association in accordance with Article II to annex Additional Property to Carillon Beach.

ARTICLE II:
Property Subject to
This Declaration

Carillon Beach is being developed in phases. This article describes the real property of which Carillon Beach will initially be comprised, and provides the method by which additional property may be added.

2.1 Initial Property. The real property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that real property described on the Initial Plat.

2.2 Annexation of Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to annex any contiguous property, property any portion of which is within one-half mile of any portion of Carillon Beach (including any property separated from Carillon Beach by a public street, body of water or other property) or any other property with a reasonable relationship to Carillon Beach.

(b) By Members. After termination of the Class B membership, additional property may also be annexed to Carillon Beach by a majority vote of the Members.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define certain Neighborhoods within both new and existing parts of Carillon Beach; may designate certain Commons, whether existing or newly created, as "Neighborhood Commons" for the use of certain Neighborhoods; and may create an assessment scheme by which certain Neighborhoods are assessed separately for Neighborhood Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. A Supplemental Declaration may also create Neighborhood advisory councils or create a plan for election of the Board of Directors which includes district representation.

2.3 Platted Lots. Lots may not be subdivided or separated into smaller lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Design Review Board. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder shall have the right to modify subdivision plats of Carillon Beach to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed.

ARTICLE III:
Commons

Certain property within Carillon Beach and certain easement rights, called the "Commons," are to be owned and maintained by the Association for the benefit of all Owners. As Carillon Beach is completed in phases, additional property will be added to the Commons. The Commons will initially include beach access.

3.1 Title.

(a) Association Ownership. The Commons shall be owned by the Association for the benefit of all owners. For those portions of the Commons which consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons which the Association shall accept for maintenance.

(c) Dedication. The Founder or the Association shall have the right to convey title to or dedicate the Common Roads to the appropriate government body, public agency or authority. All other Commons may be dedicated to the public by the Board upon consent in writing of Members representing 75% of the votes in the Association.

(d) Footpaths. If the adjoining Common Roads have been dedicated to the public, or at least thirty (30) years from the recording of this Declaration, whichever occurs sooner, ownership of alleys or footpaths between two Lots may be divided evenly between the adjacent Lot Owners, with the consent in writing of Members representing 75% of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the footpaths if required by the approving Members.

3.2 Maintenance: Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair.

(b) Beach. The Association has the right but not the obligation from time to time to clean the easement area of the beach of any man-made litter or unusual accumulations of seaweed or other debris, and to take measures to stabilize the dune system. The cost of such work shall be part of the common expenses.

(c) Capital Improvements. The Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association could create parking areas within the Commons or add new recreational facilities. Expenses for substantial capital improvements must be approved in accordance with Section 9.6.

3.3 Permitted Uses. The Founder reserves, for itself or its various assigns, the right to use the sandy beach portion of the Commons for vending of food and vending or rental of beach-related equipment, clothing and supplies, or the offering of concessions for such services, which shall be the only commercial use of the Commons. Founder further reserves a right of access through the Commons for such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

3.4 Use by Non-Members. The Association may also permit limited use and access for all or a portion of the Commons, through the sale of beach club memberships or other fees. Any such revenue shall benefit the Association.

3.5 Access: Pinnacle Port Shared Services.

(a) Easement Agreement. Access to Carillon Beach is shared with another property known as Pinnacle Port and governed by an Easement Agreement, dated May 18, 1991 and recorded at Volume 1324, Page 54 of the public records of Bay County, Florida. Under the terms of that agreement, Carillon Beach may be required to pay part of the cost of maintaining a shared access road, gatehouse, landscaping and patrol services. Founder may at any time assign to the Association any or all of the financial obligations for maintenance, landscaping, gatehouse and patrol services required of Carillon Beach under the Easement Agreement. However, Founder and not the Association shall be responsible for construction of the improvements required under paragraph 3 of that Easement Agreement. All rights assigned to Carillon Beach under the Easement Agreement shall belong to the Founder or its assigns. Founder may, but is not required, to assign

those rights to the Association. As used in this paragraph, the "Association" is the Carillon Beach Association, Inc., and not the Association defined in the Easement Agreement.

(b) Carillon Beach Road. Founder shall provide appropriate paved, nonexclusive access from the shared access road to Carillon Beach. The location of this access road may be changed at the Founder's discretion and expense. The cost of maintaining this access road may be charged to the Association.

3.6 Common Road Regulation. The Association may make rules and regulations concerning driving and parking within Carillon Beach, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. The Association may enforce any violation in accordance with Section 11.10.

3.7 Damage or Destruction of Commons by Owner. If any Owner or any of his-guests, tenants, licensees, agents, employees or members of his family damages any of the Commons or the primary dune system as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

3.8 Limitation of Liability. The Association shall use reasonable judgment in providing security, maintaining the Commons and Common Roads and enforcing traffic control measures, but neither the Association nor the Founder makes any representation or assumes any liability for any loss or injury.

ARTICLE IV: Easements

Every Owner has the benefit of certain easements, and the responsibility of others.

4.1 Owners' Easement of Enjoyment.

(a) Commons. Every Owner shall have a right and easement of enjoyment in and to the Commons. This easement shall be appurtenant to and shall pass with title to every Lot.

(b) Beach. In addition to any rights under law, each Owner shall have, and are hereby granted, a pedestrian beach access easement as shown on the plat for Carillon Beach, along with an easement over that portion of gulf-front lots seaward of the primary vegetation line, as it may exist from time to time, for walking, bathing and other customary recreational uses, but in no event shall this easement encompass any area north of a line 40 feet south of the "Coastal Construction Control Line," as shown on the Initial Plat. The term "customary recreational uses" as used in this paragraph may be defined from time to time by the Association.

(c) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons and beach to the members of his family, his tenants or his guests who reside on the Lot or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict dual use of the Commons recreational facilities by both the Owner and the guest when the Owner is a bona fide guest of the tenant.

AMENDED
December 19, 1996
CLICK to see Amendment

4.2 Relationship between Lots.

(a) Structural Party Walls. Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of a Building which forms a party wall between them. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared by the adjacent Owners.

(b) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall, and the Owner of the Lot shall be responsible for maintenance of the wall. The Owner shall have an easement over the adjoining Lot as reasonably necessary to maintain the wall. The Owner of the adjoining Lot shall not drill holes in the wall, paint the wall or make any other use of the wall which may damage the wall.

4.3 Easements in Favor of the Founder and Association. The Founder hereby reserves for itself, its successors and assigns and for the Association the following easements, which shall benefit Carillon Beach and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Carillon Beach (including property separated from Carillon Beach by a public road or body of water), or which has access through the security gate shared with Pinnacle Port in accordance with Section 3.5:

AMENDED November 15, 1991 CLICK to see Amendment

(a) Common Roads. A nonexclusive easement for use of the Common Roads.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Carillon Beach for ingress, egress, installation, replacement, repair and maintenance of all public and private utility systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits thereon. The exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Lot.

(c) Police Powers. A blanket easement throughout Carillon Beach for private patrol services, and for police powers and services supplied by the local, state and federal governments.

(d) Drainage. A blanket easement and right on, over, under and through the ground within Carillon Beach to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Founder or Association, as applicable, shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. This easement may be exercised at the option of the Founder or Association and shall not be construed to obligate either to take any affirmative action to correct drainage.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Lot, whether due to any minor deviation from the subdivision plat of Carillon Beach or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. To the extent reasonably necessary, an easement over any Lot for maintenance of the Commons.

4.4 Wetlands, Coastal Areas. This Declaration is subject to the rights of the United States or the State of Florida in portions of Carillon Beach which may be considered wetlands or protected coastal areas.

ARTICLE V: Community Planning

A Community Planner provides professional guidance and a coherent vision for application of the Carillon Beach Design Code.

While the Carillon Beach Design Code has been carefully drawn, it is recognized from the beginning that conditions can change over time, requiring changes in the Carillon Beach Design Code.

5.1 Community Planner.

(a) Selection. The Community Planner is initially selected by the Founder and serves at the Founder's pleasure. While the Founder owns at least three Lots or holds any property within Carillon Beach for sale in the normal course of business, the Founder may select any successor or replacement, unless the Founder permanently waives that right in writing. When the Founder no longer selects the Community Planner, the Board shall select the Community Planner.

(b) Qualification. The Community Planner shall be a trained architect or shall have a masters degree in urban design from an accredited university, or shall have comparable qualifications. The Community Planner does not, however, need to be licensed to practice in Florida unless required by the state.

(c) Compensation. The Association may pay the Community Planner and other professionals reasonable compensation, as determined from time to time by the Board.

5.2 Modification of Carillon Beach Design Code. The Community Planner may revise any part of the Carillon Beach Design Code from time to time for any of the following reasons:

(a) To make changes which the Community Planner believes will better accomplish the objectives of Carillon Beach;

(b) To adjust for market conditions so as to improve the value of all or some of the Lots; or

(c) To recognize changing land use conditions over time, both from within and outside Carillon Beach.

While the Founder owns at least three Lots or holds any property within Carillon Beach for sale in the normal course of business, the Founder must approve any modification to the Carillon Beach Design Code.

ARTICLE VI:
Administration of
Carillon Beach Design
Code

Administration of the Carillon Beach Design Code is the responsibility of the Design Review Board. The Design Review Board will review all plans for construction, or modification, of any Lot or Commons.

6.1 Design Review Board.

(a) Composition. The Design Review Board shall have a minimum of three members, selected as follows:

(i) Community Planner. The Community Planner shall serve on the Design Review Board or shall select an architect or urban designer, qualified as required for the Community Planner.

(ii) Additional Members. At least two individuals selected by the Founder shall serve so long as the Founder is permitted under Section 5.1 ("Community Planner") to select or replace the Community Planner. When the Founder no longer selects the Community Planner, the Board shall select the additional members of the Design Review Board.

(b) Compensation. The Community Planner, other professionals and staff may be paid reasonable compensation for serving on the Design Review Board, as determined from time to time by the Board. All members shall be compensated for expenses.

(c) Cost of Operation. At the discretion of the Association, the Design Review Board may be funded in whole or in part by the Association, or may set its review fees to cover all or part of the cost of its operation.

(d) Employees. The Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process.

6.2 Review Procedure.

(a) Construction Subject to Review. All construction or modification (except interior alterations not affecting the external structure or appearance of any Building) on any Lot or Commons must be approved in advance by the Design Review Board. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a Building (including doors, windows and trim); replacement of roof or other parts of building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; window coverings; any individual wells or septic tanks and any material alteration of the landscaping or topography of Carillon Beach, including without limitation any removal or substantial pruning of trees or plants. The listing of a category does not imply that such construction is permitted; the Carillon Beach Design Code may, for example, prohibit all antennas, satellite dishes or receivers.

(b) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping, (ii) elevations of all proposed improvements and (iii) such other items as the Design Review Board requires. No construction on any Lot shall be commenced and no Lot shall be modified except in

accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Carillon Beach Design Code, the quality of workmanship and material and harmony of design with surrounding structures. The Design Review Board may also consider other factors, including purely aesthetic considerations, which in the sole opinion of the Design Review Board will affect the desirability or suitability of the construction. The Design Review Board may grant variances from the Carillon Beach Design Code based on existing topographical or landscape conditions, demonstrated hardship or architectural merit.

(d) Uniform Procedures. The Design Review Board may establish procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant.

(e) Notification: Construction. The Design Review Board shall notify the applicant of its decision within the time limits set out in the Carillon Beach Design Code. If approval is given or deemed to be given, construction of the improvements may begin. All construction must comply substantially with the submitted plans.

(f) Enforcement. If any construction is begun which has not been approved or which deviates substantially from the approved plans, the Design Review Board, Community Planner, the Founder or the Association may bring an action for specific performance, declaratory decree or injunction. In addition, the remedies for Lot Maintenance under Paragraph 11.10 (e) shall apply.

6.3 Liability. Approval by the Design Review Board of an application shall not constitute a basis for any liability of the Community Planner, the Founder, or members of the Design Review Board, Board or Association as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VII: Owners' Association

The Association is responsible for maintaining Carillon Beach and enforcing the Declaration. While the Founder will control the Association during the development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Association.

The Articles and Bylaws of the Association, which create the Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as exhibits to this Declaration.

7.1 Duties. The Association shall maintain the Commons, shall perform all other duties required by this Declaration, and shall enforce the terms of this Declaration.

7.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

(a) water, sewer, electrical, telephone, cable television or other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation, fishing and wildlife conditions; pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Common Roads; security patrols within Carillon Beach;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) any other service allowed by law to be provided by a community association organized as a not-for-profit corporation.

If requested by at least 10% of the Members, a Community Meeting may be called and the offering of the additional service under this Section 7.2 shall be repealed by majority vote of the Members. The Association may also maintain easement areas, public rights-of-way and other public or private properties located within reasonable proximity to Carillon Beach if its deterioration would affect the appearance of or access to Carillon Beach.

7.3 Contracts. The Association may contract with the Founder or any other party for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Neighborhood Assessment, Special Assessment or Individual Lot Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Lot Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

7.4 Membership. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

7.5 Voting Rights. The Association shall have two classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners of Lots other than the Founder while the Founder is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned, other than Special Use Parcels. Votes for Special Use Parcels shall be determined by Founder based on the anticipated use of the parcel. At Founder's discretion, the Founder shall make the determination of record at the time of either the parcel's addition to Carillon Beach, or conveyance of the parcel to someone other than the Founder.

(b) **Class B.** The Class B member shall be the Founder. The Class B member shall be entitled to three (3) votes for each Lot owned and shall be entitled to appoint directors as provided in Section 7.7. The Class B membership shall end and be converted to Class A membership within ninety (90) days from the first to occur of the following events:

(i) The total votes outstanding of the Class A membership equals the total votes outstanding in the Class B membership, and a site plan for additional property to be part of Carillon Beach is not offered within the 90-day period which would add sufficient new Lots to the Class B membership to retain a majority of the votes,

(ii) Twenty five (25) years from the recording of this Declaration, or

(iii) The Founder chooses to become a Class A member.

However, in no event shall Class B membership terminate earlier than five years from the date of recording of this Declaration, unless the Founder chooses to become a Class A member.

7.6 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the number of votes for that Lot shall not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall be considered a Member of the Association and exercise its vote.

7.7 Board of Directors.

(a) Initial Composition. The Board shall initially consist of at least three persons who shall be originally appointed by the Founder. When at least twenty (20) Lots have been conveyed to Owners other than the Founder and while the Founder is a Class B member, the Class A membership shall be entitled to vote separately for one member of the Board of Directors, and the remaining positions shall be selected by the Class B member.

(b) After Class B Termination. Upon termination of the Class B membership, the Board shall be elected as provided in the Bylaws.

(c) Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

7.8 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

ARTICLE VIII:
Decision Making

Most day-to-day decisions about the maintenance of Carillon Beach and enforcement of the Declaration are the responsibility of the Board, acting on the members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

8.1 Community Meeting.

(a) When called. The Community Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property.....	Section 2.2
Dedication of the Commons.....	Section 3.1
Repeal of Additional Services.....	Section 7.2
Election of the Board of Directors.....	Section 7.7
Approval of General Assessments when increased 15%	Section 9.4
Ratification of expenditures for capital improvements	Section 9.6
Approval of Neighborhood expenses.....	Section 9.7
Repeal of Rules and Regulations adopted by the Board	Section 11.9
Amendment of Declaration.....	Section 13.1
Termination of the Declaration.....	Section 13.3

(b) Quorum. Voting at a Community Meeting requires presence or proxy of members representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50%, unless otherwise required by statute. Until

termination of Class B membership, presence of the Class B member and a quorum of the Class A membership shall be required.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") at least ten (10) days but no more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable shall be given. Notice of meetings shall also be posted in at least one place within the Commons.

8.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by written consent without a meeting, without prior notice and without a vote. Consents shall be in accordance with the Bylaws and statute.

8.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by state law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

8.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE IX: | *To fulfill its obligation to maintain the Commons, the Board is responsible for the fiscal management of the Association.*
Association Budget

9.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

9.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Lots, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

9.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except

in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorata basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments.

9.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Lot is first conveyed to an Owner other than the Founder.

(b) Subsequent Years. Beginning with the year in which a Lot is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 125% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and at least 10% of the Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Class A Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4 (c), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Class A Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Design Review Board is required for all capital improvements. This paragraph shall not limit the right of the Founder to make improvements to the Commons.

9.7 Neighborhood Improvement. Any Neighborhood or Neighborhoods may, by two-thirds (2/3) vote of the Members within that Neighborhood or Neighborhoods and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Neighborhood or Neighborhoods. Any assessment so approved shall be assessed to all Owners within that Neighborhood or Neighborhoods as an Individual Lot Assessment. If more than one

Neighborhood is to vote, the Board shall determine whether approval and assessment is to be by Neighborhood or by the combined group of Neighborhoods. If a group smaller than a Neighborhood wishes to be assessed for capital improvements, all of those being assessed must agree to the assessment.

9.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE X: Covenants for Maintenance Assessments

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the lot and the Member's personal obligation.

10.1 Obligation for Assessments. The Founder, for each Lot owned within the property submitted by this Declaration or Supplemental Declaration to Carillon Beach, hereby covenants, and each Owner of any Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Neighborhood Assessments if approved by the Neighborhood which includes the Lot,
- (d) Individual Lot Assessments for any charges particular to that Lot, and
- (e) Arts Trust Assessments,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Equitable Division of Assessment. General Assessments and Special Assessments shall be assessed equally among all Lots, except that Special Use Parcels shall pay one Lot Assessment for each vote in the Association. If an Owner combines two Lots or parts of Lots and uses them as a single Lot, the Association may assess them as a single Lot in accordance with regulations consistently applied. The Founder shall be excused from payment of assessments if the Founder guarantees to Lot owners that their Assessments during the "Guarantee Period," as defined below, shall not exceed the amounts shown in the then-current estimated operating budget. If the Founder offers such a guarantee, the Founder agrees to pay any Common Expenses incurred during the Guarantee Period which exceed the amount produced by Assessments during that time. The "Guarantee Period" may begin at Founder's discretion at any time within the first three years after the recording of this Declaration in the public records of Bay County, Florida and shall end at the beginning of the next fiscal year. The Guarantee Period shall then be automatically extended for successive six-month periods up to an additional five years unless terminated upon written notice by the Founder to the Association at least 30 days before the end of the then-current Guarantee

Period. During the Guarantee Period, the General Assessments may be increased by up to 15% per year.

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Lot to an Owner other than the Founder. The initial Assessment on any Lot subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual General or Special Assessment charged to each Lot, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement which has been approved in accordance with Section 9.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Carillon Beach Arts Trust Assessments.

(a) Creation of Assessment. Each Lot shall be subject to an assessment to be used only for the development of the arts and cultural events within Carillon Beach.

(b) Nonprofit Foundation. The Founder or the Association may form a nonprofit corporation, foundation or trust (the "Arts Trust") for the purpose of encouraging the arts and cultural events within Carillon Beach:

(i) Until establishment of the Arts Trust, the Board may levy the Arts Trust Assessments. Funds collected from Arts Trust Assessments shall be placed in a special account, and may be used by the Board only for appropriate purposes.

(ii) After establishment of the Arts Trust, the Association shall, if requested by the Arts Trust, continue to collect the Arts Trust Assessment from each owner at the time of collection of the annual General Assessments, and shall give to the Arts Trust all funds collected in its behalf within fifteen (15) days of collection. The Arts Trust shall have authority to enforce collection of Arts Trust Assessments in the same manner as the Association may enforce collection of General and Special Assessments.

(c) Amount. The annual amount of the Arts Trust Assessment shall not exceed one hundred dollars (\$100) or ten percent (10%) of the annual General Assessment, whichever is greater. Until formation of the Arts Trust, the Board shall set the amount of the Arts Trust Assessment. After that time, the Arts Trust Assessment shall be set by the Arts Trust.

10.6 Neighborhood Assessment. The Association may levy Neighborhood Assessments for expenses approved by that Neighborhood in accordance with Section 9.7.

10.7 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

10.8 Capital Contribution. At the time of transfer of title of each Lot to the first Owner other than the Founder, the Owner shall contribute an amount equal to two months' assessments, or such greater amount as required by the Association. The contribution shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association. An amount of capital contribution shall be held as a pre-payment of assessments.

10.9 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Lot shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage (or, if approved by the Board, acceptance of a deed in lieu of foreclosure) shall extinguish the lien as to payments which became due prior to the sale or transfer. The transferees of such Lot shall be liable for any assessments coming due after the sale or transfer.

(e) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Lot remains unpaid.

10.10 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are owed by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser of a mortgage as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI: Use of Individual Lots

The following covenants are designed to protect the quality of life for all Owners within Carillon Beach and to set a standard for reasonable cooperation within the community.

11.1 Owner's Responsibility. Each Owner shall keep all parts of his Lot in good order and repair and free from debris.

11.2 Permitted Uses.

(a) Lots. Residential Use shall be permitted on all regular Lots (Lots other than Special Use Parcels). The Carillon Beach Design Code may permit the building of two or more residential dwelling units on a Lot. Other uses, such as certain home industry which does not generate significant traffic, may be permitted under the Carillon Beach Design Code.

(b) Special Use Parcels. The Carillon Beach Design Code shall describe permitted uses for Special Use Parcels, which may include residential use.

(c) Renting. Residential dwelling units may be rented, subject only to reasonable rules and regulations, as promulgated by the Board which may be modified from time to time. No rule or regulation may limit the length of leases.

11.3 Prohibited Uses.

(a) Nuisances, Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Lot or Commons. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of Carillon Beach.

(b) Insurance. Nothing shall be done or kept on any Lot or the Commons which will increase the rate of, or result in cancellation of, insurance for Carillon Beach or any other Lot, or the contents thereof, without the prior written consent of the Association.

(c) Soliciting. No soliciting will be allowed at any time within Carillon Beach.

(d) Time Sharing. No time-share ownership of Lots is permitted without the Founder's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Lot under which the exclusive right of use, possession or occupancy of the Lot circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a Building or ownership of a Lot by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership.

(e) Camping. Camping shall be prohibited within Carillon Beach unless designated camp grounds are added to the property.

11.4 Pets. Pets may be kept by an Owner on his Lot but only if such pets do not cause a disturbance or annoyance within Carillon Beach. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number and size of pets; to prohibit the keeping of animals other than customary household pets; to designate specific areas within the Commons where pets may be

walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.5 Signs. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed upon any Lot (including placement on the Building, Yard or in any window) or upon the Commons unless specifically permitted by the Carillon Beach Design Code. The Carillon Beach Code may prohibit all types of signs. However, the Founder shall be permitted to post and display advertising signs within Carillon Beach so long as the Founder has any property for sale in the normal course of business.

11.6 Automobiles.

(a) Parking. Automobiles may be parked only in the garage or driveway of a Lot, in unassigned parking areas as originally created by the Founder or in other parts of Carillon Beach which may be specifically designated in writing by the Board. All parking within Carillon Beach shall be in accordance with rules and regulations adopted by the Association. The Association reserves the right to regulate or prohibit the parking of trucks, buses or recreational vehicles, oversize vehicles, boats, and vehicles which display advertising or the name of a business.

(b) Good Repair. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked on Carillon Beach. All such automobiles shall be in good running condition; repair of automobiles (other than emergency repair or within designated commercial areas) or storage of disabled automobiles is not permitted within Carillon Beach.

(c) Garage Doors. Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

(d) Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted.

11.7 Attractiveness and Safety of Lots. The Carillon Beach Design Code or Association may regulate placement and maintenance of garbage and trash containers, and fuel or gas storage tanks, and other matters affecting the attractiveness or safety of Lots.

11.8 Temporary Structures. The Carillon Beach Design Code or Association may prohibit or regulate structures of a temporary character, trailers, tents, shacks, barns, sheds or other outbuildings. Construction trailers and other temporary structures may be permitted by the Founder during construction. The Founder may permit temporary structures in commercial areas. During art festivals, craft fairs, block parties and other special events, the Board may approve the use of tents, trailers and other temporary buildings on the Commons or elsewhere within Carillon Beach.

11.9 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Lots, Commons and any facilities or services made available to the Owners. This right shall include without limitation the right to approve rental agents, contractors and sub-contractors who do business within Carillon Beach. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 10% of the Members, a Community Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within Carillon Beach or furnished to each Owner.

11.10 Enforcement.

(a) Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

(b) Covenants Committee. The Board shall establish a Covenants Committee to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the Board. Members of the Board may serve on the Covenants Committee.

(c) Notice, Hearing and Fines. Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations shall be given notice and an opportunity to be heard. After such hearing, the Covenants Committee shall have the right to assess fines, up to a maximum of \$50 for a single violation or \$10 per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Commons for up to sixty (60) days or until remedied, whichever is longer. However, the primary goal of the Covenants Committee is not to punish but to conciliate and resolve problems. The Covenants Committee may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Lot as an Individual Lot Assessment.

(d) Tenant Violations. If a tenant is believed to be in violation of the Covenants or Rules and Regulations, the Covenants Committee shall notify the Owner and tenant and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated the Covenants or Rules and Regulations, the Covenants Committee may assess fines against the Owner as provided in paragraph (c). In addition, if the violation continues for ten days after notice to the Owner of the Committee's findings, or if the tenant materially violates the Covenants or Rules and Regulations more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Lot Assessment. Any Owner whose tenant or tenants (whether under one lease or different leases) violate the Covenants or Rules and Regulations three times in any one-year period may be prohibited from further leasing of his Lot for a period of up to one year.

(e) Corrective Action for Lot Maintenance. If the Covenants Committee determines after notice and hearing that any Owner has failed to maintain any part of the Lot (including the yard and any wall, fence, Building, dune walkover, garden structure or other structure) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, the Carillon Beach Design Code and applicable rules and regulations, the Covenants Committee shall notify the Owner of its findings and may assess fines as provided in paragraph (c). If the violation continues for ten days after notice to the Owner of the Committee's findings, the Association, by a two-thirds (2/3) vote of the Board, shall have the right without liability to enter upon such Lot to correct, repair, restore, paint and maintain any part of such Lot and to have any objectionable items removed from the Lot. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment.

(f) Pets. After notice and hearing, the Covenants Committee may require that an Owner permanently remove from Carillon Beach any pet which violates rule and regulations or creates disturbances or annoyances to the reasonable displeasure of other Owners.

(g) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 14.3.

ARTICLE XII: Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

12.2 Casualty Insurance. The Board may obtain and, if additional Commons with significant insurable improvements are added to Carillon Beach, shall be required to obtain and maintain, casualty insurance on the Commons for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Commons.

12.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons and any water access located on or adjoining Carillon Beach. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

12.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

12.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.6 Lot Coverage. Each Owner shall obtain casualty insurance for improvements on the Lot, naming the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Commons. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.7 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.2 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance

proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Lot Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Design Review Board or the area is to be redeveloped as provided in Section 13.2 ("Redevelopment"). If the Owner fails to clean and secure a Lot within 30 days after a casualty, the Association may, in accordance with the provisions of Section 11.10, remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Lot safe and attractive. The cost of such clean-up shall be assessed to the Lot Owner as an Individual Lot Assessment.

ARTICLE XIII:
Amendment,
Redevelopment and
Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, the Declaration must change over time, just as land uses will inevitably change over time. New solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to these changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of the total votes. Rights reserved to the Founder may not be amended without the specific consent of the Founder.

(b) By the Founder. The Founder specifically reserves the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Redevelopment. All or a portion of Carillon Beach, known as a "Redevelopment Area," may be purchased for redevelopment in accordance with the following provisions:

(a) Redevelopment Area. A Redevelopment Area is a portion of Carillon Beach which must be a defined, logical section for redevelopment comprising a Neighborhood or Neighborhoods. Both the plan for redevelopment and exercise of the purchase option for a Redevelopment Area must be approved by the Community Planner, the Design Review Board and the Board prior to exercise of the option. The plan for redevelopment may include modification of the Carillon Beach Design Code or termination of the Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Board may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(b) Purchase Option: Time When Available. The option to purchase Lots within Carillon Beach for redevelopment is not available until the occurrence of one of the following:

(i) Any time after twenty (20) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least 75%, by value, of the insurable improvements, either within all of Carillon Beach, or within a Redevelopment Area. The option period for a casualty loss ends ninety (90) days after the casualty, and if the option is not exercised within that time, the damage must be repaired in accordance with Section 12.6 ("Repair and Reconstruction after Fire or Other Casualty").

(c) Requirements for Exercise. If Owners representing 80% of the Member's votes within Carillon Beach or the Redevelopment Area, as applicable, and Mortgagees holding mortgages on 80% of the Lots encumbered by mortgages, wish to make a new use of that portion of the property, such Owners may exercise an option to purchase the remaining Lots. The option to purchase must be executed by all Owners of all parcels seeking the option, and must include all remaining Lots.

(d) Delivery of Option: Closing. The option to purchase (or copy of the original, executed option) must be delivered in person or by registered mail to each Owner of a Lot to be purchased. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(e) Price. The price for each Lot to be purchased shall be its fair market value determined by agreement between the seller and purchaser within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select an MAI certified real estate appraiser, which appraiser shall then choose a third MAI certified real estate appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Lot distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(f) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(g) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers may be entered in any court of competent jurisdiction.

(h) Limitation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.3 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind Carillon Beach and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within Carillon Beach; their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Members representing two-thirds (2/3) of the votes in the Association, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Lots may be divided evenly between the adjacent Lot Owners in accordance with Section 3.1 ("Title")).

(c) Redevelopment. The Declaration may be terminated for all or a part of Carillon Beach in accordance with the redevelopment provisions of Section 13.2 ("Redevelopment").

13.4 Rerecording. Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

13.5 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV: |

General Provisions |

14.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Carillon Beach as a community of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other

remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Association at the time of the mailing.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Lot. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments which do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on 67% or more of all Lots encumbered by a mortgage.

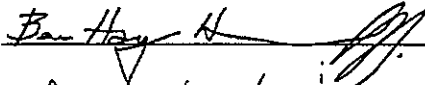

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach and has caused this Declaration to be executed as of the day and year first above written.

WITNESSES:

CARILLON BEACH, a Florida General Partnership

By: 
Its general partner

STATE OF FLORIDA
COUNTY OF BAY

** OFFICIAL RECORDS **
BK 1338 PG 1237

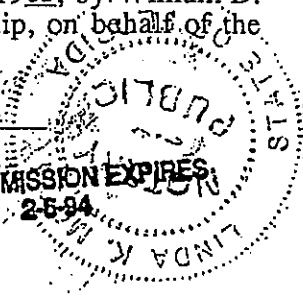
This Declaration was acknowledged before me this 30th day of Sept., 1991, by William D. Biggs, Sr., general partner of Carillon Beach, a Florida general partnership, on behalf of the partnership.

Linda K. Moore

Notary Public, State of Florida

My Commission expires:

MY COMMISSION EXPIRES
2-5-94



ARTICLES OF INCORPORATION
FOR
CARILLON BEACH ASSOCIATION, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION

FILED
91 AUG 21 AM 8:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscriber to these Articles of Incorporation, an individual, hereby forms a not-for-profit corporation under the laws of the State of Florida.

ARTICLE I
NAME

The name of the corporation is the CARILLON BEACH ASSOCIATION, INC., hereinafter referred to as the "Association." The street address of the Association is 23313 West Highway 98, Panama City Beach, Florida 32413.

ARTICLE II
REGISTERED AGENT

The initial Registered Agent of the Association is Douglas O. Logue. The street address of the Registered Agent is 6512 Heather Marie Lane, Panama City, Florida 32404.

ARTICLE III
PURPOSES

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property to be known as Carillon Beach (the "Property") in accordance with the Declaration of Charter, Easements, Covenants and Restrictions, recorded or to be recorded in the public records of Bay County, Florida (the "Declaration") for the mutual advantage and benefit of the members of the Association, who shall be owners of Lots within the Property. To promote the health, safety and welfare of the owners of Lots, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference, as it may be amended from time to time.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- (d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

ARTICLE IV
MEMBERSHIP

Every person or entity who is a record owner of a Lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE V
VOTING RIGHTS

** OFFICIAL RECORDS **
BK 1338 PG 1239

Each Lot is assigned one vote except Special Use Parcels which shall be assigned votes upon conveyance from the Founder. However, until the occurrence of certain events as described in Section 7.5 of the Declaration, the developer of the Property shall have the right to elect a majority of the members of the Board

ARTICLE VI
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, who do not need to be members of the Association. The Board of Directors shall be selected as provided in the Declaration and Bylaws.

ARTICLE VII
TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved as provided in the Declaration.

ARTICLE IX
OFFICERS

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board in accordance with the Bylaws.

ARTICLE X
BYLAWS

The Bylaws of this Association shall be adopted by the first Board and recorded among the public records of Bay County, Florida. The Bylaws may be altered, amended, modified or repealed by (a) a majority of the Directors if ratified by a majority of those Class A members present at any duly called meeting of the members of the Association, or (b) assent in writing of members representing a majority of the voting interests. Any such modification shall be effective upon recording in the public records of Bay County.

ARTICLE XI
AMENDMENTS

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by approval in writing of two-thirds (2/3) of the membership.

ARTICLE XII
SUPREMACY

** OFFICIAL RECORDS **
BK 1338 PG 1240

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

ARTICLE XIII
INDEMNIFICATION

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XIV
INCORPORATOR

The incorporator of the corporation is William D. Biggs, Sr., whose address is 23313 West Highway 98, Panama City Beach, Florida 32413.

IN WITNESS WHEREOF, the incorporator has cause these Articles of Incorporation to be executed this 14 day of August, 1991.

WITNESSES:

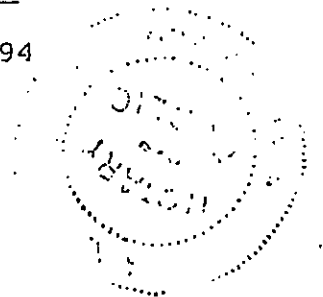
[Signature]
Amida K. Moore

[Signature]
William D. Biggs

STATE OF FLORIDA
COUNTY OF BAY

These Articles of Incorporation were acknowledged before me this 14 day of Aug., 1991, by William D. Biggs, Sr.

[Signature]
Notary Public, State of Florida
My Commission expires: 2/6/94



REGISTERED AGENT CERTIFICATE

CARILLON BEACH ASSOCIATION, INC., a corporation duly organized under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at 23313 West Highway 98, Panama City Beach, Florida 32413 in Bay County, Florida, has named Douglas O. Logue as its agent to accept service of process within this state. The street address of the Registered Agent is 6512 Heather Marie Lane, Panama City, Florida 32404.

CARILLON BEACH
ASSOCIATION, INC.

Date: August 14, 1991

By: *Theresa D. Bays*
Its *President*

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Douglas O. Logue
Douglas O. Logue

Date: August 14, 1991

FILED
91 AUG 21 AM 8:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS
FOR
CARILLON BEACH ASSOCIATION, INC.,

A FLORIDA NOT-FOR-PROFIT CORPORATION

ARTICLE I
MEMBERS

1.1 Membership. The members of the Carillon Beach Association, Inc. (the "Association"), a corporation not for profit organized under Florida law, shall consist of the owners of lots ("Lots") in Carillon Beach located in Bay County, Florida (the "Property"), as described in the Declaration of Charter, Easements, Covenants and Restrictions recorded or to be recorded in the public records of Bay County, Florida (the "Declaration"). The membership of each Owner shall terminate when he ceases to be an Owner of a Lot. Upon the sale, transfer or other disposition of his ownership interest in a Lot, membership in the Association shall automatically be transferred to the new Lot Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association as set out in the Declaration. Each Lot is assigned one vote except Special Use Parcels which shall be assigned votes upon conveyance from the developer. However, until the occurrence of certain events as described in Section 7.5 of the Declaration, the developer of the Property shall have the right to elect a majority of the members of the Board and to exercise three votes for each Lot owned, in accordance with that section of the Declaration.

ARTICLE II
MEETINGS OF MEMBERSHIP

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at the offices of the Association or at such other place in the state of Florida as shall be designated by the Board or the President of the Association. The annual meeting shall be at a place and time determined by the Board, which shall ordinarily be at least 11 months but no later than 13 months since the previous annual meeting.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. The call for the meeting shall be issued by the secretary.

2.4 Notice. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be mailed or personally delivered to each member not less than ten (10) nor more than thirty (30) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting.

2.5 Waiver. Any Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.6 Quorum. Voting at an Association meeting requires presence of Members (in person, by proxy or, to the extent allowed by Florida law, by telephone conference) representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50% of the Class A membership, plus the developer while a Class B member.

2.7 Proxies. Proxies shall be in writing and are revocable at any time at the pleasure of the member executing it. A proxy shall be valid only for the particular meeting designated and any lawfully adjourned meetings thereof (but in no event shall a proxy be valid for more than 90 days after the date of the first meeting for which it was given). All proxies must be filed with the Secretary before the appointed time of the meeting.

2.8 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of Directors) by written ballot. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than 10 days nor more than 60 days, and all ballots returned within the the permitted time shall be counted. The Board may also establish a minimum number of ballots which must be returned in order for the vote to be valid, within the limits required for a quorum.

ARTICLE III BOARD OF DIRECTORS

3.1 Initial Composition. The Board shall initially consist of at least three persons who shall be originally appointed by the Developer.

3.2 Election By Owners, Developer. Owners other than the Developer shall be entitled to elect one Board member when Owners other than the Developer own twenty (20) of the Lots, and may elect a majority of the Board of the Association as provided in the Declaration.

3.3 First Election. Within sixty (60) days after the Owners other than the Developer become entitled to elect a member of the Board, the Association shall call a meeting of the Owners to elect a member or members of the Board. Notice shall be given not less than thirty (30) days nor more than forty (40) days before the meeting. The meeting may be called and notice given by any Owner if the Association fails to do so. At the meeting, such Owners shall elect the director or directors which they are then entitled to elect, who shall replace those named by the Developer and who shall serve until the next regularly scheduled annual meeting of the Association, when their successors shall be elected as provided in the Bylaws.

3.4 Number of Directors. The Board shall consist of at least three directors, plus the immediate past president, if not already a director and otherwise available to serve. The number of directors shall be determined from time to time by the Board. When the immediate past president serves as an additional director, he or she shall not vote when an even number of directors is present.

3.5 Term. Directors shall hold office for a term of two years, except the immediate past president, who shall serve for one year. A director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

3.6 Qualifications. Directors are not required to be Members.

3.7 Voting Procedure. Each Member shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

3.8 Removal. Except for directors selected by the Developer, any director may be removed from office, with or without cause, by at least a majority vote of all Members, at any duly called meeting of Members. A special Association meeting to remove a director or directors from office may be called by Members representing 10% of the membership giving notice of the meeting unless a lower percentage is permitted by law. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Association meeting.

3.9 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum.

3.10 Meetings. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board at which official action may take place shall be open to all members and, except in an emergency as provided above, notices of all such meetings shall be posted in a conspicuous place on the Property at least 48 hours prior to the meeting. However, members shall not be entitled to vote or participate in any other way at the meeting.

3.11 Waiver. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

3.12 Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if permitted by law, by proxy or by any other permissible means. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

3.13 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners but may be reimbursed for expenses.

3.14 Powers and Duties. The Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property and formulate policies for such purposes;

- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Property stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;
- (g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and
- (h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

ARTICLE IV OFFICERS

4.1 Election. Subject to the provisions of the Declaration and Articles, at each annual meeting of the Board, the Board shall elect the following officers of the Association:

- (a) A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;
- (b) One or more Vice Presidents, who shall also be directors and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
- (c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;
- (d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and
- (e) Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

4.2 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

4.4 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners, but may be reimbursed for expenses.

ARTICLE V RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting practices, which records shall be open to inspection by Owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Owner a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE VI AMENDMENT

The Bylaws may be altered, amended, modified or repealed by (a) a majority of the Directors if ratified by a majority of those Class A members present at any duly called meeting of the members of the Association, or (b) assent in writing of members representing a majority of the voting interests. Any such modification shall be effective upon recording in the public records of Bay County.

ARTICLE VII SUPREMACY

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

These Bylaws were adopted by the Board on September 30, 1991.

AMENDMENTS
To
Carillon Beach
Declaration
Of
Charters, Easements,
Covenants and Restrictions

Table of Contents

<u>Amendment / Date</u>	<u>Page</u>
FIRST AMENDMENT November 15, 1991	Amdt – 1
SECOND AMENDMENT May 27, 1992	Amdt – 3
THIRD AMENDMENT September 29, 1994	Amdt – 5
FOURTH AMENDMENT December 19, 1996	Amdt – 7

AMENDMENT

** OFFICIAL RECORDS **
BK 1345 PG 1089

FILE# 91-41828
BAY COUNTY, FLORIDA

FIRST AMENDMENT TO THE DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH

Pursuant to Article XIII, Section 13.1 (b) the Founder, Carillon Beach, a Florida General Partnership files this its First Amendment to the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach as recorded in O.R. Book 1338 at Page 1212 of the Public Records of Bay County, Florida to correct errors in the following provisions of said Declaration:

1. Article III, Section 3.4 is hereby amended to read as follows:

DELETED by Third Amendment

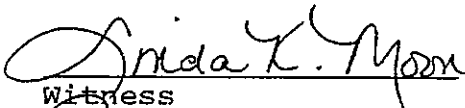
September 29, 1994
CLICK to see Amendment
~~3.4 Use by Non-Members. The Association may, with the written approval of the Founder, permit limited use and access for all or a portion of the Commons through the sale of beach club memberships or other fees. Any such revenue shall benefit the Association.~~

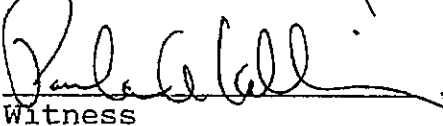
2. Article IV, Section 4.3 (a) is hereby amended to read as follows:

(a) Commons. A non exclusive easement and the right of use of the Commons.

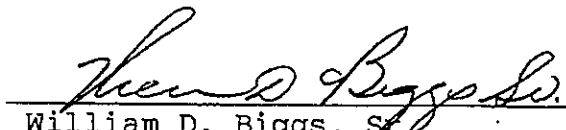
3. Except as herein amended, the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach shall remain in full force and effect as recorded in O.R. Book 1338 at Page 1212 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF the undersigned does hereby make this First Amendment to the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach and has caused this Amendment to be executed this 15 of November, 1991.


Witness


Witness

Carillon Beach, a Florida
General Partnership

By: 
William D. Biggs, Sr.
General Partner

STATE OF FLORIDA
COUNTY OF BAY

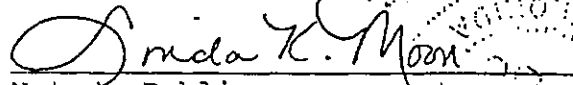
This Amendment to Declaration was acknowledged before me this 15th day of November, 1991, by William D. Biggs, Sr., General

AMENDMENT

AMENDMENT

** OFFICIAL RECORDS **
BK 1345 PG 1090

Partner of Carillon Beach, a Florida General Partnership, of behalf
of the Partnership.


Notary Public



My Commission Expires:

MY COMMISSION EXPIRES
2-6-94

RCD: NOV 19 1991 @ 3:21 PM
HAROLD BAZZEL, CLERK

This Instrument Prepared by:

Jack G. Williams
514 Magnolia Avenue
Post Office Box 2176
Panama City, FL 32401

AMENDMENT

Amdt - 2

AMENDMENT

** OFFICIAL RECORDS **
BK 1374 PG 306

FILE# 92-20771
BAY COUNTY, FLORIDA

CARILLON BEACH

SECOND AMENDMENT to DECLARATION of Charter, Easements, Covenants and Restrictions

The Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach, as recorded at Volume 1338, Page 1212 of the Public Records of Bay County, Florida, and as amended by a First Amendment recorded at Volume 1345, Page 1089 of the Public Records of Bay County, Florida, is hereby further amended as follows:

1. Utility Easements. Paragraph (b) of section 4.3 ("Easements in Favor of the Founder and Association") is hereby amended to read as follows:

(b) Utility Easements. Easements for public and private utility and service systems upon, across, over, through and under those portions of any Lot which are within eight feet of any Common Road. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, cable or communication lines and other equipment. The Association may grant additional easements as reasonably necessary over, under, across and through the Commons.

2. Except as herein amended and as amended on November 15, 1992 and as recorded at Volume 1345, Page 1089 of the Public Records of Bay County, Florida, the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach shall remain in full force and effect as recorded in O.R. Book 1338 at Page 1212 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF the undersigned does hereby make this Second Amendment to the Declaration of Charter, Easements,

AMENDMENT

AMENDMENT

** OFFICIAL RECORDS **
BK 1374 PG 307

Covenants and Restrictions of Carillon Beach and has caused this Amendment to be executed this 27th day of May, 1992.

WITNESSES:

Evelyn M. Lloyd
Signature

EVELYNE M. LLOYD
Print Name

Douglas O. Logge
Signature

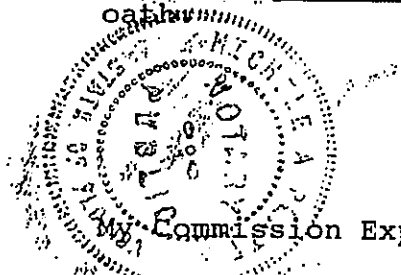
DOUGLAS O. LOGGE
Print Name

Carillon Beach, a Florida
General Partnership

By: William D. Biggs Sr.
William D. Biggs Sr.
General Partner

STATE OF FLORIDA
COUNTY OF BAY

This Amendment to Declaration was acknowledged before me this 27th day of MAY, 1992, by William D. Biggs, Sr., General Partner of Carillon Beach, a Florida General Partnership, on behalf of the Partnership. He is personally known to me or has produced Drivers License as identification and did take an oath.



Michele A. Platt
Notary Public

MICHELE A. PLATT
Print Name

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 21, 1994,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared by:

Jack G. Williams
502 Harmon Avenue
P.O. Box 2176
Panama City, Florida 32402

RCD: MAY 27 1992 @ 3:30 PM
HAROLD BAZZEL, CLERK

AMENDMENT

AMENDMENT

** OFFICIAL RECORDS **
BK 1526 PG 1394

FILE# 94-45179
BAY COUNTY, FLORIDA

CARILLON BEACH

THIRD AMENDMENT to DECLARATION of Charter, Easements, Covenants and Restrictions

The Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach, as recorded at Volume 1338, Page 1212 of the Public Records of Bay County, Florida, and as previously amended, is hereby further amended as follows:

1. Beach Club; Use by Non-Members. Section 3.4 ("Use by Non-Members"), as previously amended, is hereby deleted in its entirety. For information purposes, the stricken section is shown as follows:

~~3.4 — Use by Non-Members. The Association may, with the written approval of the Founder, permit limited use and access for all or a portion of the Commons, through the sale of beach club memberships or other fees. Any such revenue shall benefit the Association.~~

2. Capital Contribution upon Resale of Lot. Section 10.8 is hereby amended to add the italicized language and delete stricken language as follows:

10.8 Transfer of Title: Capital Contribution. At the closing and transfer of title of each Lot to the first Owner other than the Founder, and upon each subsequent closing and transfer of title to a Lot, the new Owner shall contribute to the Association an amount equal to two months' assessments, or such greater amount as required by the Founder by contract Association. While the Founder has Lots for sale in the ordinary course of business, the Founder must approve the amount of the capital contribution. This contribution shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association, and shall not be considered as a pre-payment of assessments. The capital contribution shall be considered a part of the Assessment Charge in accordance with Section 10.9, and shall be the personal obligation of both the seller and purchaser of the Lot if unpaid. However, if the seller provides the Association with the name and address of the intended purchaser at least thirty (30) days prior to the conveyance in accordance with Section 10.10, the seller shall not be personally responsible for the capital contribution.

3. Certificate of Payment. Section 10.10 is hereby amended to add the italicized language and delete stricken language as follows:

10.10 Transfer of Title: Certificate of Payment. To assist the Association in maintaining a current list of Owners, any Owner other than the Founder who wishes to convey title to a Lot shall, at least thirty (30) days prior to the conveyance, provide the Association with the name and address of the intended purchaser. The Association shall have the right but not the obligation to notify the intended purchaser of any Assessment Charge relating to the Lot being conveyed. In addition, [t]he treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any

AMENDMENT

** OFFICIAL RECORDS **
BK 1526 PG 1395

assessments are owed by that Owner, and the amount of the capital contribution required at closing under Section 10.8. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

The Association hereby certifies consent in writing by 2/3 of the total votes of the Association, as provided in section 13.1 of the Declaration. Made and executed this 29th day of September, 1994.

WITNESSES:

THE CARILLON BEACH
ASSOCIATION, INC.

By: Wendy Biggs

Ellena Kay Hulten

Its _____ president

By: Bill Biggs, Jr.

Jim Vanden Berg

Its secretary

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 29th day of September, 1994, by Wm D. Biggs, Sr. as _____ president of The Carillon Beach Association, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.



SANDRA STEPHENS TRUMAN
My Comm Exp: 9/11/98
Bonded By Service Ins
No. CC406069

Personally Known Other I. D.

Sandra Stephens Truman

Notary Public, State of Florida at Large
Serial Number: CC406069

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 29th day of September, 1994, by Bill Biggs, Jr. as secretary of The Carillon Beach Association, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.



SANDRA STEPHENS TRUMAN
My Comm Exp: 9/11/98
Bonded By Service Ins
No. CC406069

Personally Known Other I. D.

Sandra Stephens Truman

Notary Public, State of Florida at Large
Serial Number: CC406069

AMENDMENT

FILE# 96-057852
BAY COUNTY, FLORIDA

CARILLON BEACH

FOURTH AMENDMENT t o DECLARATION o f Charter, Easements, Covenants and Restrictions

** OFFICIAL RECORDS **
BOOK: 1679 PAGE: 1673

The Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach, as recorded at Volume 1338, Page 1212 of the Public Records of Bay County, Florida, and as previously amended, is hereby further amended as follows:

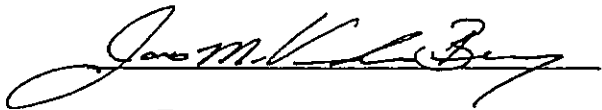
1. Beach Club; Use by Owners Only. Paragraph (c) of Section 4.1 ("Owners' Easement of Enjoyment") is hereby amended to add the italicized language as follows:

(c) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons and beach to the members of his family, his tenants or his guests who reside on the Lot or are accompanied by the Owner. *However, the Association may limit to Owners, their immediate families and accompanied guests the use of the Beach Club at 344 Beachside Drive, so long as other swimming facilities are provided.* The Association may adopt rules to prohibit or restrict dual use of the Commons recreational facilities by both an Owner and the Owner's tenant, except when the Owner is a bona fide guest of the tenant.

The Association hereby certifies consent in writing by 2/3 of the total votes of the Association, as provided in section 13.1 of the Declaration. Made and executed this 19th day of December, 1996.

WITNESSES:

THE CARILLON BEACH
ASSOCIATION, INC.



By: William D. Biggs Sr.

JAMES M. VANDEN BERG

Its _____ president

Sheran Whitaker



By: William D. Biggs Jr.

Sheran Whitaker
Sheran Whitaker

Its secretary

AMENDMENT

AMENDMENT

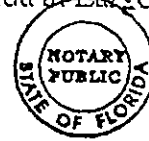
**** OFFICIAL RECORDS ****
BOOK: 1679 PAGE: 1674

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by William D. Biggs, Sr. as _____ president of The Carillon Beach Association, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

Sandra Stephens Truman

Notary Public, State of Florida at Large
Serial Number:



SANDRA STEPHENS TRUMAN
My Comm Exp. 9/11/98
Bonded By Service Ins.
No. CC406069

Personally Known Other I.D.

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by William D. Biggs, Jr. as secretary of The Carillon Beach Association, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

Sandra Stephens Truman

Notary Public, State of Florida at Large
Serial Number:



SANDRA STEPHENS TRUMAN
My Comm Exp. 9/11/98
Bonded By Service Ins.
No. CC406069

Personally Known Other I.D.

RCD Dec 31 1996 02:04pm
HAROLD BAZZEL, CLERK

AMENDMENT

CARILLON
BEACH
TOWN
CENTER

SUPPLEMENTAL DECLARATION
to the
DECLARATION
of
Charter, Easements, Covenants
and Restrictions for Carillon Beach

CARILLON BEACH, LTD. a Florida limited partnership to be known as the "Founder," makes this Town Center Declaration this 14 day of JUNE, 1999.

STATEMENT OF PURPOSE:

A. Carillon Beach was created by a Declaration of Charter, Easements, Covenants and Restrictions executed by the Founder on September 30, 1991 and recorded at Official Records Book 1338, Page 1212 of the public records of Bay County, Florida (as amended, the "Carillon Beach Declaration").

B. The construction of Carillon Beach has been guided by a master plan. While the master plan is at all times subject to change, to date the work has closely followed the plan laid out from the beginning of Carillon Beach.

C. The development of Carillon Beach began with residential portions of the master plan. The Founder has now begun the development of the first portion of Town Center, which is immediately adjacent to the existing portions of Carillon Beach and which is that property described on Exhibit A. The Town Center is an integral part of the design of Carillon Beach and is intended to serve the needs of Carillon Beach residents, as well as the surrounding communities.

D. The master plan allows residents of Carillon Beach to freely walk or bicycle from their homes to the shops and restaurants without barriers or unnecessary circumlocutions. Although there may be some automobile access from Carillon Beach residential areas to the Town Center, there is not intended to be any automobile access directly from the Town Center to the residential areas for nonresidents.

E. Buildings within Town Center combine uses to enliven the community and offer more choices of housing types. Street level offers retail space, while the second floor may have office space. Residential units top most of the buildings.

- F. The Founder hopes and intends the following:
- That residents of Carillon Beach will enjoy the conveniences and activity offered by the Town Center and the vitality it lends the entire community.
 - That the occupants of the residential units within the Town Center and the established merchants will enjoy the recreational facilities and community spirit offered by Carillon Beach.
 - That all residents of Carillon Beach will work together cooperatively to improve their community.

G. The special circumstances of the Town Center require a new structure to allow both its inclusion as an integral part of Carillon Beach and its efficient operation as a busy commercial area. Accordingly, the Town Center shall be subject to two separate Declarations:

- The Town Center shall be subject to a separate Town Center Declaration, which is recorded in the public records of Bay County, Florida, immediately prior to this instrument.
- The Town Center shall be part of Carillon Beach and subject to the Carillon Beach Declaration, in accordance with the terms of this Supplemental Declaration.

H. The Carillon Beach Declaration allows additional properties to be submitted to the Carillon Beach Declaration by means of a Supplemental Declaration. In accordance with paragraph 2.2 (d) of the Carillon Beach Declaration, the Supplemental Declaration may modify or add to the provisions of the Carillon Beach Declaration to reflect the different character of the additional property.

I. Although only Lots have been submitted to the Carillon Beach Declaration to date, the Carillon Beach Declaration anticipated that Special Use Parcels, defined in Section 1.22 of that instrument to include such uses as commercial or multi-family residential properties, would be submitted in the future.

J. In furtherance of the plan described in the Introduction to Documents and in accordance with Section 2.2 of the Carillon Beach Declaration, the Founder wishes to require submission of completed residential units to the Carillon Declaration, and allow the voluntary membership of merchants, in accordance with the terms of this Supplemental Declaration.

DECLARATION:

The Founder hereby establishes Town Center as that property described on Exhibit A, and submits to the Carillon Beach Declaration the units of the 100 Market Street Condominium, as described in the Declaration of Condominium recorded immediately prior to this instrument, all in accordance with the terms and conditions described in this Supplemental Declaration, which shall run with the land and be binding upon all parties having any right, title or interest in the properties, and which shall inure to the benefit of every owner of the properties or any portion of it.

TERMS AND CONDITIONS:

1. Definitions:

(a) Merchant. A "Merchant" is the owner or primary manager of a business which operates in a permanent location within Town Center, or a professional whose office is within Town Center.

(b) Owner. The "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Residential Unit. "Owner" shall not include those having such interest merely as security for the performance of an obligation.

(c) Residential Unit. A "Residential Unit" is a residential condominium unit or apartment or hotel room within Town Center. Residential Units are Special Use Parcels, as defined in the Carillon Beach Declaration.

AMENDED June 25, 2004
CLICK to see Amendment

(d) Other definitions. Other capitalized terms are as defined in the Carillon Beach Declaration.

2. Membership.

(a) Residential Units. Every Owner of a Residential Unit within Town Center shall be a Member of the Carillon Beach Association. Membership shall be appurtenant to and may not be separated from title to any Unit.

(b) Merchants. A Merchant may become a Member of the Carillon Beach Association for any Carillon Beach Association fiscal year by paying in advance one assessment as provided in Section 4. A Merchant's membership shall expire at the end of the year and may be reinstated in the following year, or any nonconsecutive year, upon payment of another year's assessment at the time of the reinstated membership.

3. Voting Rights.

(a) Generally. In accordance with Section 7.5 of the Carillon Beach Declaration, votes for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

(b) Residential Units. An Owner of a Residential Unit shall be assigned the following vote as a Member of the Carillon Beach Association:

- (i) A one-bedroom or studio Unit shall be assigned one-fourth of one vote.
- (ii) A two-bedroom Unit shall be assigned one-third of one vote.
- (iii) A Unit with three or more bedrooms shall be assigned one-half of one vote.

The number of bedrooms for each Residential Unit shall be as determined by the Founder on Exhibit B to this Declaration, or, if not listed in Exhibit B, at the time of conveyance of the parcel to someone other than the Founder by noting the voting rights in the deed. However, if a parcel is conveyed without noting the voting rights in the deed, or if the Founder retains ownership after a certificate of occupancy is obtained, then the Founder may record a notice in the public record assigning voting rights to the Residential Unit. The Founder's determination shall be reasonable and shall be based on design of the unit, rather than actual usage. If a certificate of occupancy is obtained for a Residential Unit and the Founder fails to assign voting rights after written notice from the Association and reasonable opportunity to cure, then the Association, acting reasonably, may establish voting rights for the Residential Unit. Once determined, the vote assigned to each Residential Unit shall not be changed unless the actual square footage of the Unit is reduced or enlarged, in which case the Association, acting reasonably, may establish new voting rights for the Unit.

(c) Merchants. Merchant Members shall have no voting rights. The Founder may appoint a Merchant to serve as a non-voting liaison between the Board of Directors of the Carillon Beach Association and the Town Center.

4. Assessments.

(a) Residential Units. In accordance with Section 10.2 of the Carillon Beach Declaration, an Owner of a Special Use Parcel which is a Residential Unit shall pay one Lot assessment to the Carillon Beach Association for each vote in the Association, which may be a fractional assessment.

(b) Merchants. A Merchant who wishes to be a Member of the Carillon Beach Association shall pay to the Carillon Beach Association one lot assessment per year. The Carillon Beach Association may establish a fiscal year to which such voluntary memberships shall apply. Assessments may be prorated for the year in which the Merchant first joins, if such membership begins before, or within 30 days after, the Merchant opens for business. Merchants shall not be required to pay any capital contribution or special assessments.

(c) Collection. The Carillon Beach Association shall have all rights to enforce payment of Residential Unit assessments described in the Carillon Beach Declaration, including without limitation the right to impose liens.

5. Reciprocal Easements.

(a) Use of Carillon Beach Commons. Owners of a Residential Unit and their tenants and guests shall be entitled to the full use of the Carillon Beach Commons in the same manner as other Owners of Lots and tenants and guests within Carillon Beach. Use of the Carillon Beach Commons by Merchant Members shall be limited to the Merchant and his or her immediate family and accompanied guests.

(b) Use of Town Center Commons. In addition to the rights afforded commercial patrons, all Carillon Beach Lot Owners shall have the right of access across portions of the Town Center which are so designed and intended for recreational strolling and for pedestrian access to other properties. If the property is so designed (and without assuring that such access will be provided or preserved), Carillon Beach Lot Owners shall have the right of vehicular access through appropriate portions of the Town Center Easement areas to and from Carillon Beach.

6. Submission to Carillon Beach Declaration. The Residential Units and Merchants are made subject to the Carillon Beach Declaration to the extent necessary to ensure compliance with the rules and regulations of the Carillon Beach Association regarding appropriate use of the Commons. The Residential Units are made subject to the Carillon Beach Declaration to the extent necessary to enforce collection of assessments.

7. Additional Properties. As additional phases of Town Center are developed, the Founder may submit them to the Carillon Beach Declaration in the same manner as this Supplemental Declaration, or may adjust the provisions as necessary for the anticipated use.

8. Limitation. The Carillon Beach Association shall have no responsibility for maintenance of Town Center, architectural control within Town Center or regulation of its Commons, which shall be the sole right and responsibility of the Town Center Association or Developer, as provided in the Town Center Declaration. All Residential Units and commercial property and all other portions of Town Center shall not be subject to Article XI of the Carillon Beach Declaration ("Use of Individual Lots") but, recognizing the commercial nature of the Town Center, shall instead be subject to the provisions of the Town Center Declaration. When the provisions of the Town Center Declaration are in

conflict with the provisions of the Carillon Beach Declaration or this Supplemental Declaration, the provisions of the Town Center Declaration shall apply.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplementary Declaration and has caused this Supplementary Declaration to be executed as of the day and year first above written.

CARILLON BEACH, LTD.
a Florida limited partnership,
by CARILLON BEACH, INC.,
its general partner

WITNESSES:

Sonia Uikare
Print: Sonia Uikare

By: *William D. Biggs, Jr.*
William D. Biggs, Jr., its president

Francis W. Bright
Print: Francis W. Bright

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 14 day of June, 1999, by William D. Biggs, Jr. as president of Carillon Beach, Inc., general partner of Carillon Beach, Ltd., a Florida limited partnership. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

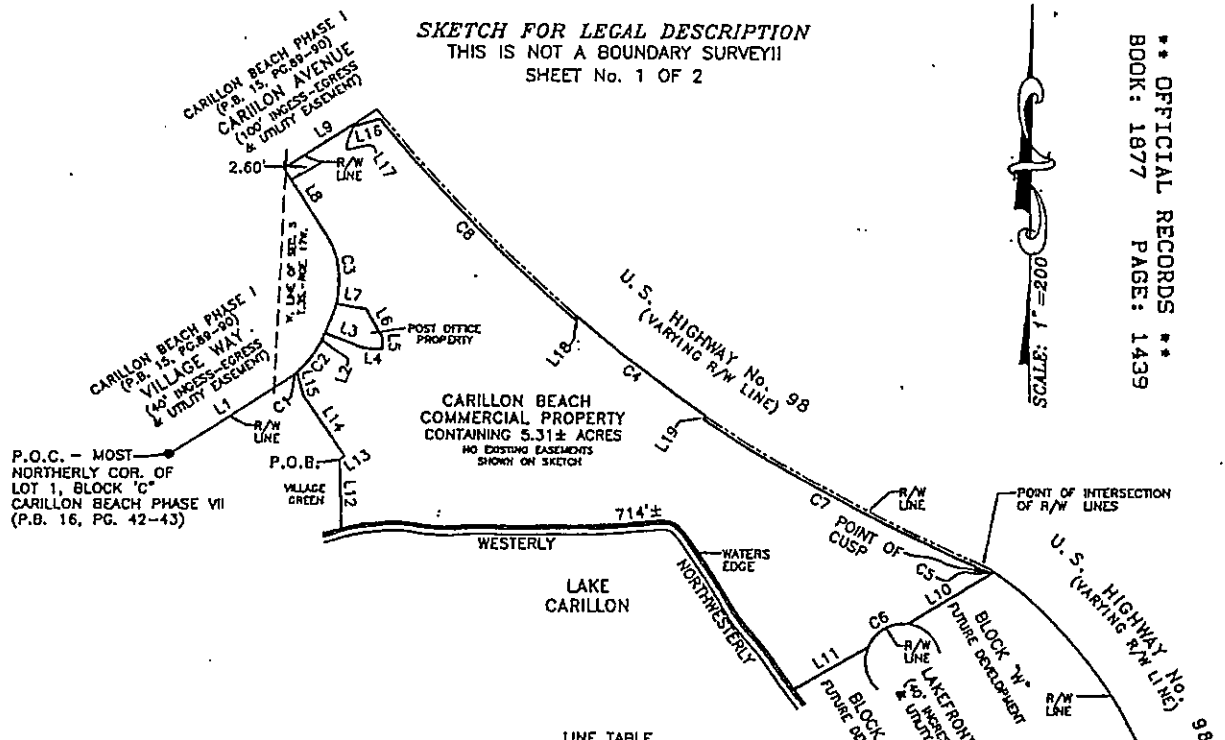
Carol J. Maurant

Notary Public, State of Florida at Large
Serial Number:



Carol J. Maurant
MY COMMISSION # CC740384 EXPIRES
May 7, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

**BRUNER-MONGOVEN
LAND SURVEYING INC.**



OFFICIAL RECORDS
BOOK: 1977 PAGE: 1439

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°36'44" E	185.56'
L2	N 21°36'44" E	8.39'
L3	S 68°23'16" E	56.94'
L4	S 88°47'51" E	22.94'
L5	N 01°12'53" W	15.98'
L6	N 29°55'33" W	42.91'
L7	N 80°08'51" W	40.60'
L8	N 33°23'16" W	100.91'
L9	N 56°36'44" E	107.14'
L10	S 59°03'06" W	130.14'
L11	S 59°03'06" W	113'±
L12	N 02°01'17" W	94'±
L13	S 57°45'43" W	7.68'
L13	N 57°45'43" E	7.68'
L14	S 33°27'09" E	100.72'
L14	N 33°27'09" W	100.72'
L15	S 15°32'05" E	32.14'
L15	N 15°32'05" W	32.14'
L16	N 73°58'39" E	35.66'
L17	S 33°23'16" E	2.89'
L18	N 40°45'12" E	5.17'
L19	S 34°33'01" W	5.17'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING	DELTA ANGLE	TANGENT
C1	120.00'	16.52'	16.51'	N 52°40'03" E	07°53'21"	8.27'
C2	120.00'	56.78'	56.25'	N 35°10'03" E	27°06'39"	28.93'
C3	120.00'	98.89'	96.11'	N 09°46'50" W	47°12'53"	52.45'
C4	2041.86'	219.72'	219.62'	S 37°39'06" E	08°09'56"	109.97'
C5	565.00'	8.76'	8.76'	S 55°32'38" E	00°53'17"	4.38'
C6	50.00'	64.35'	60.00'	S 59°03'06" W	73°44'23"	37.50'
C7	2047.03'	429.40'	428.61'	S 61°26'25" E	12°01'07"	215.49'
C8	2047.03'	368.71'	368.21'	S 44°06'19" E	10°19'12"	184.85'

ORDERED BY: JIM VANDENBERG/CARILLON BEACH
 JOB No. 50-11-98 SKETCH DATE: 11/16/98
 DRAWN BY: M.W.M. FIELD BOOK No. N/A PAGE No. N/A
 BEARING REFERENCE: SOUTHERLY R/W LINE OF VILLAGE WAY ALONG BLOCK "C", CARILLON BEACH N 56°36'44" E
 ELEVATION REFERENCE: N/A
 FLOOD ZONE: N/A FIRM PANEL No. N/A
 PANEL DATE: N/A REVISED: _____ REVISED: _____
 THIS CERTIFIES THAT THIS SKETCH AND LEGAL DESCRIPTION DEPICTED HEREIN WERE MADE UNDER MY DIRECT SUPERVISION, AND THAT THEY MEET THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 81G17-5 OF THE FLORIDA ADMINISTRATIVE CODE.

11/20/98
[Signature]
MICHAEL W. MONGOVEN,
FLORIDA LAND SURVEYOR No. 4927
CERTIFICATE OF AUTHORIZATION No. 8411
THIS PLAN IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A LICENSED SURVEYOR.

ABBREVIATIONS THAT MAY APPEAR ON THIS MAP:
 ° - DEGREES ' - MINUTES ON FEET - SECONDS N. - NORTH R/W - RIGHT OF WAY R - RADU
 E - EAST S. - SOUTH W. - WEST T. - TOWNSHIP R.C.E. - RANGE P.O.C. - POINT OF COMMENCEMENT
 RES. - RESIDENCE CONC. - CONCRETE I.R. - IRON ROD L.P. - IRON PIPE A. - ARC LENGTH
 O.H.U. - OVERHEAD UTILITY LINES A.C. - AIR CONDITIONER P.O.B. - POINT OF BEGINNING
 * - LINE NOT DRAWN TO SCALE G.L.O. - GENERAL LAND OFFICE C - CHORD LENGTH
 B - CHORD BEARING L.S. - FL LAND SURVEYOR L.B. - LAND SURVEYOR BUSINESS
 () - RECORD CALL OR RECORD CALL WHEN RECORD AND MEASURED ARE DIFFERENT E/P
 EDGE OF PAVEMENT C.M. - CONCRETE MONUMENT C - CENTERLINE COR. - CORNER
 D.H.R. - DEPARTMENT OF NATURAL RESOURCES D.O.T. - DEPARTMENT OF TRANSPORTATION
 W/ - WITH No. - NUMBER # - NUMBER TD. - FOUND O.R.B. - OFFICIAL RECORD BOOK
 P.B. - PLAT BOOK PG. - PAGE D.B. - DEED BOOK GOVT - GOVERNMENT No. - NUMBER
 I.O. - IDENTIFICATION W/ - WITH W.C. - WITNESS CORNER SEC. - SECTION P.R.M. -
 PERMANENT REFERENCE MONUMENT D - DELTA ANGLE

NOTES:
 (1) NO TITLE SEARCH HAS BEEN PROVIDED TO NOR PERFORMED BY BRUNER-MONGOVEN LAND SURVEYING INC. OR TO THIS SURVEYOR, THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS RIGHTS-OF-WAY, OR OTHER INSTRUMENTS THAT MAY AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.
 (2) THERE MAY ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS PLAT, THAT MAY BE RECORDED IN THE PUBLIC RECORDS OF THE PARTICULAR COUNTY THAT THE SUBJECT IS LOCATED IN.
 (3) THIS SKETCH AND LEGAL WERE EXECUTED WITH THE BENEFIT OF A FIELD SURVEY

SHEET No. 2 OF 2

DESCRIPTION: (NEWLY CREATED)


A PARCEL OF LAND LYING AND BEING IN SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 1, BLOCK C, CARILLON BEACH PHASE VII, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 42 AND 43 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.56°36'44"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VILLAGE WAY (A PRIVATE 40 FOOT WIDE INGRESS-EGRESS & UTILITY EASEMENT), 185.56 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, 16.52 FEET, SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°53'21", AND A CHORD BEARING AND DISTANCE OF N.52°40'03"E., 16.51 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE RUN S.15°32'05"E., 32.14 FEET; THENCE S.33°27'09"E., 100.72 FEET; THENCE S.57°45'43"W., 7.68 FEET TO THE POINT OF BEGINNING; THENCE N.57°45'43"E., 7.68 FEET; THENCE N.33°27'09"W., 100.72 FEET; THENCE N.15°32'05"W., 32.14 FEET TO THE CURVING SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID VILLAGE WAY; THENCE NORTHEASTERLY ALONG SAID CURVING SOUTHEASTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, 56.78 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 27°06'39", AND A CHORD BEARING AND DISTANCE OF N.35°10'03"E., 56.25 FEET; THENCE N.21°36'44"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 8.39 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE RUN S.68°23'16"E., 56.94 FEET; THENCE S.00°47'51"E., 22.94 FEET; THENCE N.01°12'53"W., 15.90 FEET; THENCE N.29°55'33"W., 42.91 FEET; THENCE N.80°08'51"W., 40.60 FEET TO THE CURVING EASTERLY RIGHT-OF-WAY LINE OF SAID VILLAGE WAY; THENCE NORTHWESTERLY ALONG SAID CURVING EASTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE WESTERLY, 98.89 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 47°12'53", AND A CHORD BEARING AND DISTANCE OF N.09°46'50"W., 96.11 FEET; THENCE N.31°23'16"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 100.91 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CARILLON AVENUE (A PRIVATE 100 FOOT WIDE INGRESS-EGRESS & UTILITY EASEMENT); THENCE N.56°36'44"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 107.14 FEET; THENCE S.33°23'16"E., 2.09 FEET; THENCE N.73°58'39"E., 35.66 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 368.71 FEET, SAID CURVE HAVING A RADIUS OF 2047.03 FEET, A CENTRAL ANGLE OF 10°19'12", AND A CHORD BEARING AND DISTANCE OF S.44°06'19"E., 368.21 FEET; THENCE N.40°45'12"E., 5.17 FEET TO THE CURVING SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (VARYING R/W); THENCE SOUTHEASTERLY ALONG SAID CURVING SOUTHWESTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 219.72 FEET, SAID CURVE HAVING A RADIUS OF 2041.86 FEET, A CENTRAL ANGLE OF 06°09'56", AND A CHORD BEARING AND DISTANCE OF S.37°39'06"E., 219.62 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE RUN S.34°33'01"W., 5.17 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, 429.40 FEET TO A POINT OF CUSP, SAID CURVE HAVING A RADIUS OF 2047.03 FEET, A CENTRAL ANGLE OF 12°01'07", AND A CHORD BEARING AND DISTANCE OF S.61°26'25"E., 428.61 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, 8.76 FEET, SAID CURVE HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 00°53'17", AND A CHORD BEARING AND DISTANCE OF S.55°32'38"E., 8.76 FEET; THENCE S.59°03'06"W., 130.14 FEET TO THE CURVING NORTHERLY RIGHT-OF-WAY LINE OF LAKEFRONT DRIVE (A PRIVATE 40 FOOT WIDE INGRESS-EGRESS & UTILITY EASEMENT); THENCE SOUTHWESTERLY ALONG SAID CURVING NORTHERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, 64.35 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 73°44'23", AND A CHORD BEARING AND DISTANCE OF S.59°03'06"W., 60.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN S.59°03'06"W., 113 FEET, MORE OR LESS, TO THE WATER'S EDGE OF LAKE CARILLON; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID WATER'S EDGE, 714 FEET, MORE OR LESS, TO A POINT THAT BEARS S.02°01'17"E. FROM THE POINT OF BEGINNING; THENCE N.02°01'17"W., 94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 5.31 ACRES, MORE OR LESS.

BOOK: 1877
PAGE: 1440
** OFFICIAL RECORDS **

RCD Jun 15 1999 02:48pm
HAROLD BAZZEL, CLERK

ORDERED BY: JIM VANDENBERG/CARILLON BEACH
JOB No. 50-11-98 SKETCH DATE: 11/16/98
DRAWN BY: M.W.M. FIELD BOOK No. N/A PAGE No. N/A
BEARING REFERENCE: SOUTHERLY R/W LINE OF VILLAGE WAY
ALONG BLOCK "C: CARILLON BEACH N 56°36'44" E
ELEVATION REFERENCE: N/A
FLOOD ZONE: N/A FIRM PANEL No. N/A
PANEL DATE: N/A REVISIONS: _____ REVISIONS: _____

THIS CERTIFIES THAT THIS SKETCH AND LEGAL DESCRIPTION DEPICTED HEREIN WERE MADE UNDER MY DIRECT SUPERVISION, AND THAT THEY MEET THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF

11/20/98

MICHAEL W. MONGOVEN,
FLORIDA LAND SURVEYOR NO. 4927
CERTIFICATE OF AUTHORIZATION No. 6111
THIS PLAT IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A LICENSED SURVEYOR AND MAPPER

ABBREVIATIONS THAT MAY APPEAR ON THIS MAP:

° - DEGREES ° - MINUTES OR FEET ° - SECONDS N. = NORTH R/W = RIGHT OF WAY R. = RADIUS E. = EAST S. = SOUTH W. = WEST T. = TOWNSHIP RGE. = RANGE P.O.C. = POINT OF COMMENCEMENT RES. = RESIDENCE CONC. = CONCRETE LR. = IRON ROD LP. = IRON PIPE A = ARC LENGTH O.H.U. = OVERHEAD UTILITY LINES A.C. = AIR CONDITIONER P.O.B. = POINT OF BEGINNING S.L. = LINE NOT DRAWN TO SCALE G.L.O. = GENERAL LAND OFFICE C = CHORD LENGTH B = CHORD BEARING L.S. = FL. LAND SURVEYOR L.B. = LAND SURVEYOR BUSINESS () = RECORD CALL OR RECORD CALL WHEN RECORD AND MEASURED ARE DIFFERENT E/P = EDGE OF PAVEMENT C.M. = CONCRETE MONUMENT C = CENTERLINE COR. = CORNER D.N.R. = DEPARTMENT OF NATURAL RESOURCES D.O.T. = DEPARTMENT OF TRANSPORTATION W/ = WITH No. = NUMBER / = NUMBER FD. = FOUND O.R.B. = OFFICIAL RECORD BOOK P.B. = PLAT BOOK PG. = PAGE D.B. = DEED BOOK GOVT = GOVERNMENT No. = NUMBER I.B. = IDENTIFICATION W/ = WITH W.C. = WITNESS CORNER SEC. = SECTION P.R.M. = PERMANENT REFERENCE MONUMENT D = DELTA ANGLE

NOTES:

- (1) NO TITLE SEARCH HAS BEEN PROVIDED TO NOR PERFORMED BY BRUNER-MONGOVEN LAND SURVEYING INC. OR TO THIS SURVEYOR, THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS RIGHTS-OF-WAY, OR OTHER INSTRUMENTS THAT MAY AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.
- (2) THERE MAY ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS PLAT, THAT MAY BE RECORDED IN THE PUBLIC RECORDS OF THE PARTICULAR COUNTY THAT THE SUBJECT IS LOCATED IN.
- (3) THIS SKETCH AND LEGAL WERE EXECUTED WITH THE BENEFIT OF A FIELD SURVEY

**CARILLON
BEACH
TOWN
CENTER**

**SUPPLEMENTAL DECLARATION
to the
DECLARATION
of
Charter, Easements, Covenants
and Restrictions for Carillon Beach**

CARILLON BEACH, LTD. a Florida limited partnership to be known as the "Founder" makes this Supplemental Declaration this 25th day of JUNE 2004.

STATEMENT OF PURPOSE:

- A. Carillon Beach was created by a Declaration of Charter, Easements, Covenants and Restrictions executed by the Founder on September 30, 1991 and recorded at Official Records Book 1338, Page 1212 of the public records of Bay County, Florida (as amended, the "Carillon Beach Declaration").
- B. The development of Carillon Beach began with residential portions of the master plan. The Town Center, which is immediately adjacent to the residential portions of Carillon Beach, is now being developed. The Town Center is an integral part of the design of Carillon Beach and is intended to serve the needs of Carillon Beach residents, as well as the surrounding communities.
- C. To provide for the special needs of Town Center, the Founder has established a Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach Town Center, which was executed by the Founder on June 15, 1999, and recorded at Official Records Book 1877, Page 1357 of the public records of Bay County, Florida (the "Town Center Declaration").
- D. By supplemental declaration to the Carillon Beach Declaration dated June 14, 1999 and recorded at Official Records Book 1877, Page 1434 of the public records of Bay County, Florida (the "1999 Supplemental Declaration"), the Founder defined Residential Unit as a type of Special Use Parcel under the Carillon Beach Declaration, required the submission of completed residential units within Carillon Beach Town Center to the Carillon Beach Declaration in accordance with the special provisions of the 1999 Supplemental Declaration and submitted certain residential condominium units.
- E. The Founder records this Supplemental Declaration to clarify the definition of Residential Unit, and to submit an additional Residential Unit to the Carillon Beach Declaration in accordance with the provisions of the 1999 Supplemental Declaration, as revised.

AMENDMENT:

The Founder hereby amends the definition of Residential Unit in paragraph 1 © of the 1999 Supplemental Declaration to coincide with the definition of Residential Unit in the Town Center Declaration, by adding the underlined language as follows:

(c) Residential Unit. A "Residential Unit" is a residential condominium unit town home or other separately conveyable or leasable space with Town Center which is intended for residential purposes, whether permanent or transient. A portion of a Commercial Unit which is used primarily for residential purposes (such as residential space within an artist's studio) may, at the request of the Unit Owner and the agreement of the Founder, be considered a Residential Unit even though it does not have a separate entrance. The term "Residential Unit" shall include any apartment or hotel room within Town Center. Residential Units are Special Use Parcels, as defined in the Carillon Beach Declaration.

DECLARATION:

The Founder hereby submits to the Carillon Beach Declaration the property described on Exhibit A, all in accordance with the terms and conditions described in the 1999 Supplemental Declaration as amended by this Supplemental Declaration, which shall run with the land and be binding upon all parties having any right, title or interest in the properties, and which shall inure to the benefit of every owner of the properties or any portion of it.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration and has caused this Supplemental Declaration to be executed as of the day and year first above written.

WITNESSES:

Deborah Loving
Print: Deborah LOVING

Remond Vilas
Remond Vilas
Print:

CARILLON BEACH, LTD.
a Florida limited partnership
by CARILLON BEACH, INC.
its general partner

By: *William D. Biggs, Sr.*
William D. Biggs, Sr. its president

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 25th day of June, 2004, by William D. Biggs, Sr., as president of Carillon Beach, Inc., general partner of Carillon Beach, Ltd., a Florida limited partnership. He is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

Sonia Vilas

Notary Public, State of Florida at Large
Serial Number:

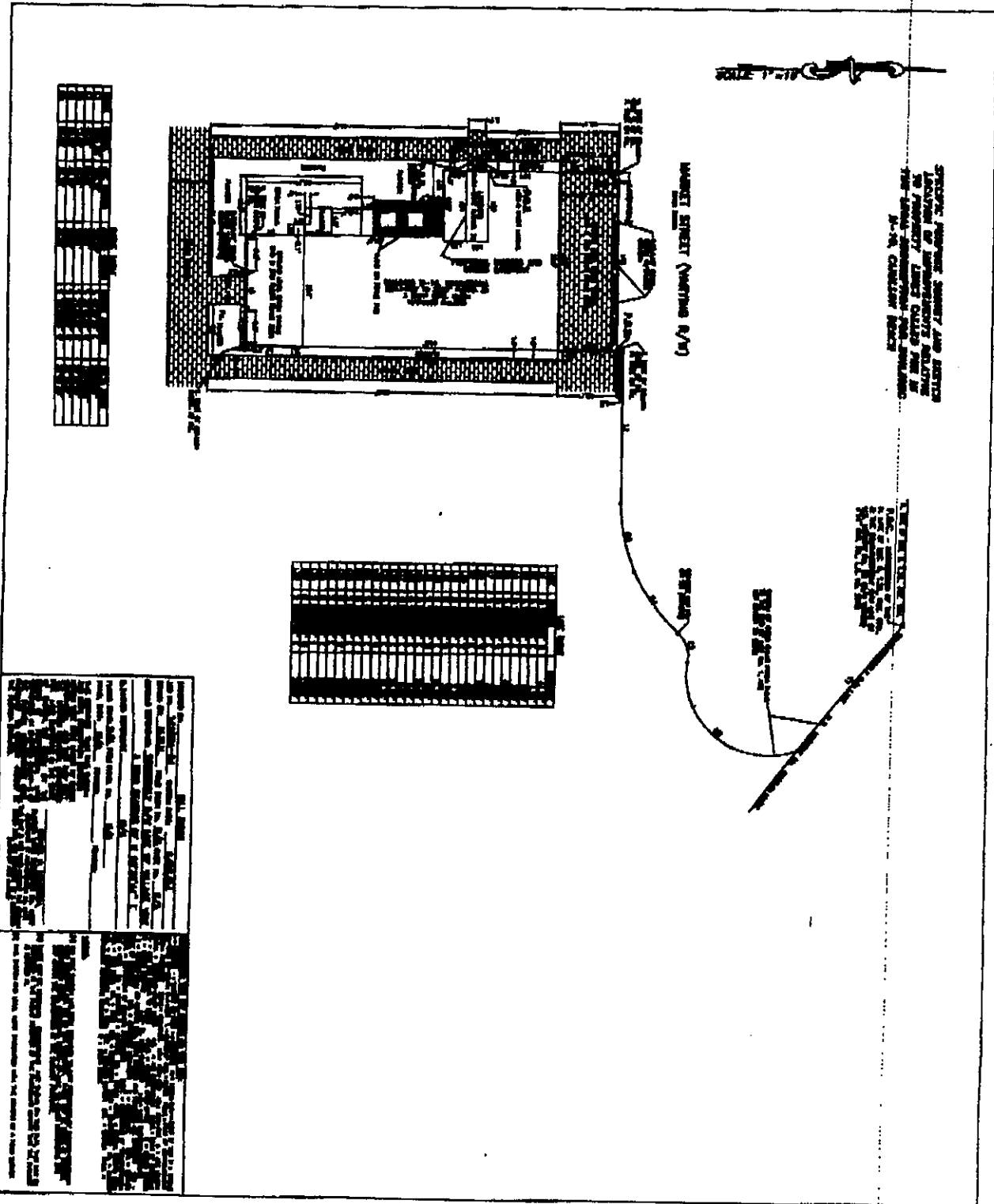


P.O. DRAWER 14218
7008 MAEVEY ROAD
PANAMA CITY BEACH, FL 32413

**BRUNER-MONGOVEN
LAND SURVEYING INC.**

PHONE No. 850-234-2283
FAX No. 850-234-2807

SCALE 1"=10'



THIS PLAN IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF BRUNER-MONGOVEN LAND SURVEYING INC.

<p>BRUNER-MONGOVEN LAND SURVEYING INC.</p> <p>7008 MAEVEY ROAD PANAMA CITY BEACH, FL 32413</p> <p>PHONE: 850-234-2283 FAX: 850-234-2807</p> <p>WWW.BRUNER-MONGOVEN.COM</p>	<p>DATE: 06/24/2004</p> <p>TIME: 13:08</p> <p>PROJECT: BRUNER MONGOVEN LAND</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p>
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**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

FILE# 97-012773
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 1696 PAGE: 1072

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 24th day of March, 1997.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XVI as recorded in Plat Book 17 at Page 4 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

James M. Vandou Berg
Witness, Sign

JAMES M. VANDOU BERG
Witness, Print

Frances W. Bright
Witness, Sign

FRANCES W. BRIGHT
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 24th day of March, 1997, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign Sandra Stephens Truman

Print _____

My Commis



SANDRA STEPHENS TRUMAN
My Comm Exp. 9/11/99
Bonded By Service Int.
No. CC406069

RCD Mar 24 1997 12:14pm
HAROLD BAZZEL, CLERK

FILE# 97-027704
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 1715 PAGE: 1752

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 19th day of June, 1997.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XVII as recorded in Plat Book 17 at Page 6 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

James M. VanDenBerg
Witness, Sign

JAMES M. VAN DEN BERG
Witness, Print

Rita Kelly
Witness, Sign

Rita Kelly
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 19th day of June, 1997 by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me ~~or has produced~~ as identification and did take an oath.

NOTARY PUBLIC:

Sign Tammy B. Hoffman
Print _____

My Commission Expires:

RCD Jun 19 1997 12:11pm
HAROLD BAZZEL, CLERK



Tammy B. Hoffman
MY COMMISSION # CCE28377 EXPIRES
March 12, 2001
ORGANIZED THROUGH TROY FARM INSURANCE, INC.

FILE# 99-026746
BAY COUNTY, FLORIDA

OFFICIAL RECORDS
BOOK: 1793
PAGE: 465

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this _____ day of _____, 19____.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XVII as recorded in Plat Book 17 at Page 31-32 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

[Signature]
Witness, Sign

James M. Vanover Estes
Witness, Print

[Signature]
Witness, Sign

Pamela Smelter
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 21 day of MAY, 1998 by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign [Signature]
Print CAROL J. MOURANT

My Commission Expires:
Carol J. Mourant
MY COMMISSION # CCT40364 EXPIRES
May 7, 2002
POWERED THROUGH TRUSTEES INSURANCE, INC.

RCD May 21 1998 10:00am
HAROLD BAZZEL, CLERK

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 24th day of MAY, 1998.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XIX as recorded in Plat Book 19 at Page 23 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Pamela Smoker
Witness, Sign

Pamela Smoker
Witness, Print

Allison Westbrook
Witness, Sign

ALLISON WESTBROOK
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 22 day of MAY, 1998, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign Carol J. Maurant

Print CAROL J. MAURANT

My Commission Expires:



Carol J. Maurant
MY COMMISSION EXPIRES
MAY 7, 2002
BONDED THROUGH FIDELITY & SECURITY, INC.

RCD May 28 1998 08:27am
HAROLD BAZZEL, CLERK

FILE# 98-027572
BAY COUNTY, FLORIDA

OFFICIAL RECORDS
BOOK: 1794 PAGE: 18

FILE# 98-029981
BAY COUNTY, FLORIDA
** OFFICIAL RECORDS **
BOOK: 1796 PAGE: 2211

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 8th day of June, 1998.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XX as recorded in Plat Book 17 at Page 33 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Pamela Smolcer
Witness, Sign

Pamela Smolcer
Witness, Print

William D. Biggs, Jr.
Witness, Sign

Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 8 day of June, 1998 by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign Carol J. Moutant

Print CAROL J. MOUNTANT

My Commission Expires:

Carol J. Moutant
MY COMMISSION # CC748364 EXPIRES
May 7, 2002
BOKED THRU TROY FARM INSURANCE, INC.

RCD Jun 08 1998 11:40am
HAROLD BAZZEL, CLERK



**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

FILE# 98-051067
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 1620 PAGE: 2304

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 25 day of September, 1998.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXI, as recorded in Plat Book 17 at Page 44-45 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

[Signature]
Witness, Sign

JAMES M. VANNOU BIGGS
Witness, Print

[Signature]
Witness, Sign

Sonia Vilan
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

RCD Sep 25 1998 11:07am
HAROLD BAZZEL, CLERK

The foregoing instrument was acknowledged before me this 25 day of September, 1998, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign [Signature]
Print _____

My Commission Expires
COMMISSION # CC74058* EXPIRES
May 7, 2002
* FIDELITY & GUARANTEE INSURANCE CO.

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

FILE# 98-062354
BAY COUNTY, FLORIDA

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 30 day of November 1998.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXII as recorded in Plat Book 17 at Page 177 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

OFFICIAL RECORDS
BOOK: 1833 PAGE: 2336

CARILLON BEACH, A Florida
Limited Partnership

BY William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Sonia Vilas
Witness, Sign

Sonia Vilas
Witness, Print

Frances W. Bright
Witness, Sign

Frances W. Bright
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 30 day of November 1998, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He ~~is~~ personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign Carol J Mourant

Print _____
Carol J Mourant
My Commission Expires _____
NOTARY PUBLIC

RCD Nov 30 1998 11:41am
HAROLD BAZZEL, CLERK

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

•• OFFICIAL RECORDS ••
BOOK: 1884 PAGE: 324

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 14 day of July, 1999.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXIV as recorded in Plat Book 17 at Page 1012 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Sonia Vilar
Witness, Sign

Sonia Vilar
Witness, Print

Alan Hickman
Witness, Sign

ALAN HICKMAN
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 14 day of July, 1999, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced as identification and did take an oath.

NOTARY PUBLIC:

Sign Carol J. Mourant

Print Carol J. Mourant
Carol J. Mourant
My Commission Expires 05/2002
NOTARY PUBLIC

RCD Jul 14 1999 11:14am
HAROLD BAZZEL, CLERK

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

FILE# 2000-032842
BAY COUNTY, FLORIDA

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 28th day of June, 192000

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

•• OFFICIAL RECORDS ••
BOOK: 1956 PAGE: 435

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE (vii) 27 as recorded in Plat Book 17 at Page 99-100 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

[Signature]
Witness, Sign

JAMES M. VANSON BIGGS
Witness, Print

[Signature]
Witness, Sign

Paul Biggs Jr.
Witness, Print

STATE OF FLORIDA
COUNTY OF BAY

RCD 06M 28 2000 11:40am
HAROLD BAZZEL, CLERK

The foregoing instrument was acknowledged before me this 28 day of June, 192000, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign Therese Connelly

Print Therese Connelly
My Commission Expires: 5-1-2004



FILE# 2000-054734
BAY COUNTY, FLORIDA

**SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH**

**** OFFICIAL RECORDS ****
BOOK: 1981 PAGE: 1789

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 25 day of Oct, 192000

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXVIII as recorded in Plat Book 18 at Page 12-13 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida
Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

[Signature]
Witness, Sign

James M. Vanover Beek
Witness, Print

[Signature]
Witness, Sign

FRANCES W. BRIGHT
Witness, Print

RCD 10M 25 2000 10:23am
HAROLD BAZZEL, CLERK

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 25 day of October, 2000 by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:
Sign Therese Connelly
Print Therese L. Connelly
My Commission Expires: _____



5-1-04

SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH

OFFICIAL RECORDS
BOOK: 1992 PAGE: 397

CARILLON BEACH, a Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 13th day of December, 2000.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in the Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXIX as recorded in Plat Book 18 at Page 2122 of the Public Records of Bay County, Florida.

In WITNESS THEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first written above.

CARILLON BEACH, A Florida Limited Partnership

By: William D. Biggs Jr
WILLIAM D. BIGGS, JR.
Limited Partner

Tina Krieg
Witness, Signature

Tina Krieg
Witness, Printed Name

Francis W. Bright
Witness, Signature

FRANCES W. BRIGHT
Witness, Printed Name

RCD 12M 13 2000 03:48pm
HAROLD BAZZEL, CLERK

STATE OF FLORIDA, COUNTY OF BAY

The foregoing instrument was acknowledged before me this 13th day of December, 2000, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC:

Signature Theresa Connelly

Stamped Name



Rec. Fees 6-
Doc. Stamps 6-

SUPPLEMENTAL DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH

CARILLON BEACH, A Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 17th day of May, 2001.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the term and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

DESCRIPTION: (NEWLY CREATED)
A PARCEL OF LAND LYING AND BEING IN A PORTION OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF BLOCK "M" ACCORDING TO THE PLAT OF CARILLON BEACH PHASE XVII, AS RECORDED IN PLAT BOOK 17, PAGES 99 AND 100, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 87 DEGREES 59 MINUTES 31 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK "M" EXTENDED, A DISTANCE OF 333.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 14 MINUTES 32 SECONDS WEST, A DISTANCE OF 207.41 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PARKSHORE DRIVE (A 33' WIDE PRIVATE ACCESS & UTILITY EASEMENT); THENCE NORTH 87 DEGREES 59 MINUTES 31 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 340.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE CONCAVE TO THE SOUTH, AN ARC DISTANCE OF 133.86 FEET, SAID CURVE HAVING A RADIUS OF 417.12 FEET, A CENTRAL ANGLE OF 18 DEGREES 23 MINUTES 14 SECONDS, AND A CHORD BEARING SOUTH 92 DEGREES 48 MINUTES 30 SECONDS WEST, FOR A DISTANCE OF 133.29 FEET; THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID PARKSHORE DRIVE, RUN NORTH 01 DEGREES 08 MINUTES 18 SECONDS WEST, A DISTANCE OF 229.04 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 31 SECONDS EAST, A DISTANCE OF 482.09 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.30 ACRES.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first above written.

CARILLON BEACH, A Florida Limited Partnership

BY: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Tina Krieg
Witness, Sign

Tina Krieg
Witness, Print

[Signature]
Witness, Sign

Franklin H. [Signature]
Witness, Print

FILE# 2001-040351
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 2052 PAGE: 1502

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 17th day of May, 2001, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced as identification and did take an oath.

NOTARY PUBLIC:

Sign Therese L. Connelly

Print Therese L. Connelly
My Commission Expires: 5-11-04



RCD 07M 25 2001 11:37am
HAROLD BAZZEL, CLERK

Legibility of some entries on this page not suitable for microfilm and image records

FILE# 2001-046244
BAY COUNTY, FLORIDA

SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH

OFFICIAL RECORDS
BOOK: 2061
PAGE: 645

CARILLON BEACH, a Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 22nd day of August, 2001.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in the Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXXI as recorded in Plat Book 18 at Page 39-40 of the Public Records of Bay County, Florida.

In WITNESS THEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first written above.

CARILLON BEACH, A Florida Limited Partnership

By: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Amia Vilac
Witness, Signature

Sonia Vilac
Witness, Printed Name

Tina Krieg
Witness, Signature

TINA KRIEG
Witness, Printed Name

STATE OF FLORIDA, COUNTY OF BAY

The foregoing instrument was acknowledged before me this 22nd day of August, 2001, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC:

Signature Theresa L. Connelly
Stamped Name



RCD 08K 22 2001 02:48pm
HAROLD BAZZEL, CLERK

FILE# 2002-018030
BAY COUNTY, FLORIDA
** OFFICIAL RECORDS **
BOOK: 2127 PAGE: 495

SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH

CARILLON BEACH, a Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 22nd day of March, 2002.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in the Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXXII as recorded in Plat Book 18 at Page 723, 73 of the Public Records of Bay County, Florida.

In WITNESS THEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first written above.

CARILLON BEACH, A Florida Limited Partnership

By: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Laura F. Bright
Witness, Signature

Laura F. Bright
Witness, Printed Name

Francis W. Bright
Witness, Signature

Frances W. Bright
Witness, Printed Name

STATE OF FLORIDA, COUNTY OF BAY

The foregoing instrument was acknowledged before me this 22nd day of March, 2002, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC:

Signature Therese L. Connolly

Stamped Name

RCD 03M 27 2002 10:03am
HAROLD BAZZEL, CLERK



FILE# 2002-026262
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 2138 PAGE: 2111

SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH

CARILLON BEACH, a Florida Limited Partnership, hereinafter referred to as "FOUNDER", makes this its Supplemental Declaration this 1st day of May, 2002.

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH as recorded in the Official Records Book 1338, at Page 1212 of the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the FOUNDER hereby annexes the following described real property as part of CARILLON BEACH subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXXIII as recorded in Plat Book 18 at Page 74-75 of the Public Records of Bay County, Florida.

In WITNESS THEREOF, the undersigned does hereby make this Supplemental Declaration annexing additional property to CARILLON BEACH the date and year first written above.

CARILLON BEACH, A Florida Limited

Partnership
[Signature]
Witness, Signature
PERCY VOLPONE
Witness, Printed Name

By: [Signature]
WILLIAM D. BIGGS, JR.
Limited Partner

[Signature]
Witness, Signature
FRANCES W. BRIGHT
Witness, Printed Name

STATE OF FLORIDA, COUNTY OF BAY

The foregoing instrument was acknowledged before me this 1st day of May, 2002, by WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC:

Signature [Signature]
Stamped Name



RCD 05M 01 2002 03:09pm
HAROLD BAZZEL, CLERK

SUPPLEMENTAL DECLARATION OF CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS OF CARILLON BEACH

CARILLON BEACH, a Florida Limited Partnership, hereinafter referred to as "FOUNDER",
makes this its Supplemental Declaration this 12th day of February, 2003

WHEREAS, the FOUNDER has filed a Declaration of Charter, Easements, Covenants and
Restrictions of CARILLON BEACH as recorded in the Official Records Book 1338, at Page 1212 of
the Public Records of Bay County, Florida, as amended, and

WHEREAS, pursuant to Article II of said Declaration, the FOUNDER has a right to annex
contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter,
Easements, Covenants and Restrictions of Carillon Beach, the FOUNDER hereby annexes the following
described real property as part of CARILLON BEACH subject to all of the terms and conditions as set
forth in the Declaration of Charter, Easements, Covenants and Restrictions of CARILLON BEACH, as
amended:

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXXV
as recorded in Plat Book 19 at Page 29430 of the Public Records of Bay County, Florida.

In WITNESS THEREOF, the undersigned does hereby make this Supplemental Declaration annexing
additional property to CARILLON BEACH the date and year first written above.

CARILLON BEACH, A Florida Limited Partnership

By: William D. Biggs, Jr.
WILLIAM D. BIGGS, JR.
Limited Partner

Thomas A. Bright
Witness, Signature

Fred Bright
Witness, Printed Name

[Signature]
Witness, Signature

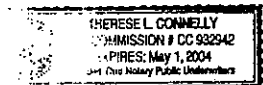
Perry Volpone
Witness, Printed Name

STATE OF FLORIDA, COUNTY OF BAY

The foregoing instrument was acknowledged before me this 12th day of February, 2003, by
WILLIAM D. BIGGS, JR., as a Limited Partner of CARILLON BEACH, a Florida Limited
Partnership, on behalf of the Partnership. He is personally known to me or produced _____
as identification.

NOTARY PUBLIC:

Signature Therese L. Connelly
Stamped Name



SUPPLEMENTAL DECLARATION
OF CHARTER, EASEMENTS, COVENANTS AND
RESTRICTIONS OF CARILLON BEACH

Carillon Beach, a Florida limited partnership, hereinafter referred to as "Founder", makes this its Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach this 15 day of May, 2003.

WHEREAS, the Founder has filed a Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as recorded in Official Records Book 1338 at Page 1212 of the Public Records of Bay County, Florida, as Amended, and

WHEREAS, pursuant to Article II of said Declaration, the Founder has the right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the Founder hereby annexes the following described real property as part of Carillon Beach subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as amended, but also the Design Code as amended and the and to provide notice to owners of lots within Carillon Beach of the fact that certain provisions of the Contract for Sale and Purchase between the Founder and the Initial Purchaser may contain terms which were to survive the closing on the property and which affect the property. Owners may obtain information relating to such terms and conditions by contacting either the Founder or the Carillon Beach Association, Inc.

Legal Description:

See Exhibit A Attached Hereto

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach the date and year first above written.

Carillon Beach, Ltd.
By Carillon Beach, Inc.
General Partner

By: William D. Biggs Sr
William D. Biggs, Sr., President

M. D. Johnson
Witness, Sign

M. L. Johnson
Witness, Print

Theresa Connelly
Witness, Sign

Theresa Connelly
Witness, Print

State of Florida,
County of Bay.

The foregoing instrument was acknowledged before me this 15th day of May, 2003, by William D. Biggs, Sr., President of Carillon Beach, Inc., General Partner of Carillon Beach, Ltd. on behalf of the Limited Partnership, () is personally known to me or () produced _____ as identification.



Theresa Connelly
Notary Public, Sign

Theresa Connelly
Notary Public, Print

My Commission Expires:

May 1, 2004

Exhibit "A"

A parcel of land lying and being in a portion of Section 6, Township 3 South, Range 17 West, Bay County, Florida; being more particularly described as follows: Commence at the Northwest Corner of Block "M", according to the Plat of Carillon Beach Phase XXVII, as recorded in Plat Book 17, Pages 99 and 100, in the Public Records of Bay County, Florida; thence South 87°59'21" West, along the North line of said Block "M" extended, a distance of 333.56 feet to the Point of Beginning; thence South 01°14'32" West, a distance of 207.41 feet to the North right-of-way line of Parkshore Drive (a 43' wide private access and utility easement); thence North 87°59'33" West, along said North right-of-way line, a distance of 340.72 feet to a Point of Curvature; thence Southwesterly along said North right-of-way line, on the arc of a curve concave to the South, an arc distance of 133.86 feet, said curve having a radius of 417.12 feet, a central angle of 18°23'14", and a chord bearing South 82°48'50" West, for a distance of 133.29 feet; thence departing the North right-of-way line of said Parkshore Drive, run North 01°08'18" West, a distance of 229.04 feet; thence South 87°59'33" East, a distance of 482.09 feet to the Point of Beginning. Said parcel containing 2.30 acres.

UP
JKW

AMENDED SUPPLEMENTAL DECLARATION
OF CHARTER, EASEMENTS, COVENANTS AND
RESTRICTIONS OF CARILLON BEACH

Carillon Beach, a Florida limited partnership, hereinafter referred to as "Founder", makes this its Amended Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach this 15th day of May, 2003.

WHEREAS, the Founder has filed a Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as recorded in Official Records Book 1338 at Page 1212 of the Public Records of Bay County, Florida, as Amended, and

WHEREAS, the Founder previously filed Supplemental Declarations of Charter, Easements, Covenants and Restrictions of Carillon Beach as referenced in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the Supplemental Declarations of Charter, Easements, Covenants and Restrictions of Carillon Beach were filed pursuant to Article II of said Declaration, which provides that the Founder has a right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration, and

WHEREAS, the Founder desires to amend the Supplemental Declarations of Charter, Easements, Covenants and Restrictions of Carillon Beach on Exhibit "A" hereto, as further provided for herein.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the Founder, having previously annexed real property as part of Carillon Beach, pursuant to the terms of the previously recorded Supplemental Declarations of Charter, Easements, Covenants and Restrictions of Carillon Beach, subjects the property as described in the Supplemental Declarations of Charter, Easements, Covenants and Restrictions of Carillon Beach as referenced in Exhibit "A" hereto, not only to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as amended, but also the Design Code as amended and to provide notice to owners of lots within Carillon Beach of the fact that certain provisions of the Contract for Sale and Purchase between the Founder and the Initial Purchaser may contain terms which were to survive the closing on the property and which affect the property. Owners may obtain information relating to such terms and conditions by contacting either the Founder or the Carillon Beach Association, Inc.

IN WITNESS WHEREOF, the undersigned does hereby make this Amended Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach the date and year first above written.

Carillon Beach, Ltd.
By Carillon Beach, Inc.
General Partner

By: William D. Biggs, Sr.
William D. Biggs, Sr., President

[Signature]
Witness, Sign

M. L. Johnson
Witness, Print

[Signature]
Witness, Sign

Lina Krieg
Witness, Print

State of Florida,
County of Bay.

The foregoing instrument was acknowledged before me this 15th day of May, 2003, by William D. Biggs, Sr., President of Carillon Beach, Inc., General Partner of Carillon Beach, Ltd. on behalf of the limited Partnership, who is personally known to me.



Therese Connelly
Notary Public, Sign

Therese Connelly
Notary Public, Print

My Commission Expires:

May 1, 2004

PLATTING INFORMATION CARILLON BEACH			
Phase	Lots	Recorded	OR Book/Page
Phase I	Blk A:1-24; Blk B:2-9; Blk G:1-5; Blk E:1-5	9/4/91	1338/1212
Phase II	Blk H:1-11; Blk O:8; Blk G:6-15; Blk F:1-4; Blk I:1,7-16	7/16/92	1384/342
Phase III	Blk O:3-7; Blk N:7; Blk I:2-6; Blk J:2-10	7/8/93	1443/724
Phase IV	Blk O:1-2; Blk B:1	10/5/93	1458/904
Phase V	Blk N:6; Blk J:11-15; Blk F:5	3/2/94	1486/1716
Phase VI	Blk N:2,3,8; Blk J:16; Blk F:6,7	6/19/94	1507/896
Phase VII	Blk C:1-11	8/3/94	1515/875
Phase VIII	Blk P:2-12	10/18/94	1529/9
Phase IX	Blk Q: 17-22; Blk N:9,10	11/3/94	1531/1698
Phase X	Blk R:3-5; Blk K:1-4; Blk F:8; Blk J:1; Blk N:4,5,9-14(replat of 9-10)	5/16/95	1563/1567
Phase XI	Blk A:25,26; Blk B:17; Blk U:1-7; Blk W:1-7(4-7 replat is XVI)	8/8/95	1579/1947
Phase XII	Blk V:7; Blk Q:15	7/11/96	1645/925
Phase XIII	Blk B:16; Blk Q:16	9/12/96	1658/997
Phase XIV	Blk V:4,6; Blk B:15; Blk N:15,17	10/15/96	1665/348
Phase XV	Blk N:1	12/5/96	1674/1990
Phase XVI	Blk W: 4-8	3/24/97	1696/1072
Phase XVII	Blk R:6-11	6/19/97	1715/1752
Phase XVIII	Blk V:5; Blk W:18; Blk N:16	5/21/98	1793/465
Phase XIX	Blk Q:12-14; Blk K:5	3/24/98	1794/18
Phase XX	Blk V:1,2; Blk W:16,27; Blk Q:11	6/8/98	1796/2211
Phase XXI	Blk W:15,17,26; K:7	9/25/98	1820/2304
Phase XXII	Blk W:12-14	11/30/98	1833/2336
Phase XXIII	Replat of Blk W : W-12 thru16 and W-26 & 27; also W-25	4/19/99	1864/1677
Phase XXIV	Blk B:13,18,20,24,25; Blk K:6; Blk Q:7,10; Blk S:8; Blk W:22	7/14/99	1884/324
Phase XXV	Blk W:23,24; Blk K:6; Blk Q:6; Blk S:8 (replat)	9/23/99	1900/56
Phase XXVI	Blk L:5; Blk W:20; Blk R:2	12/3/99	1913/1391
Phase XXVII	Blk B:14; Blk Q:9; M:8; R:1,12,17	6/28/00	1956/435
Phase XXVIII	Blk W:9; Blk Q:8; Blk M-7	10/25/00	1981/1789
Phase XXIX	Blk M:5, M:6, L:7	12/12/00	1992/387
Phase XXX	Blk M:4, Blk R:13, R:18	6/19/01	2045/241
Phase XXXI	Blk M:3, Blk B:26; Blk R:16	8/21/01	2061/645
Phase XXXII	Blk M: 1,2; Blk L:6	3/19/02	2127/495
Phase XXXIII	Blk S:7; Blk R:14,15	4/19/02	2138/2111
Phase XXXV	Blk W: 11,19,21	1/28/03	2239/772

5/20/03



SUPPLEMENTAL DECLARATION
OF CHARTER, EASEMENTS, COVENANTS AND
RESTRICTIONS OF CARILLON BEACH

Carillon Beach, a Florida limited partnership, hereinafter referred to as "Founder", makes this Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach this 21st day of July, 2003.

WHEREAS, the Founder has filed a Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as recorded in Official Records Book 1338 at Page 1212 of the Public Records of Bay County, Florida, as Amended, and

WHEREAS, pursuant to Article II of said Declaration, the Founder has the right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the Founder hereby annexes the following described real property as part of Carillon Beach subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as amended, the Carillon Beach Design Code as amended and to provide notice to owners of lots within Carillon Beach of the fact that certain provisions of the Contract for Sale and Purchase between the Founder and the Initial Purchaser may contain terms which were to survive the closing on the property and which affect the property. Owners may obtain information relating to such terms and conditions by contacting either the Founder or the Carillon Beach Association, Inc.

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXXVII as recorded in Plat Book 19 at Page 61 & 62 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach the date and year first above written.

Carillon Beach, Ltd.
By Carillon Beach, Inc.
General Partner

By: William D. Biggs, Sr.
William D. Biggs, Sr., President

Deborah Loving
Witness, Sign
Deborah Loving
Witness, Print

[Signature]
Witness, Sign
R. James Meeker
Witness, Print

State of Florida,
County of Bay.

The foregoing instrument was acknowledged before me this 17th day of July, 2003, by William D. Biggs, Sr., President of Carillon Beach, Inc., General Partner of Carillon Beach, Ltd. on behalf of the Limited Partnership. () is personally known to me or () produced _____ as identification.

Sonia Vilar
Notary Public, Sign
Sonia VILAR
Notary Public, Print
My Commission Expires:



SUPPLEMENTAL DECLARATION
OF CHARTER, EASEMENTS, COVENANTS AND
RESTRICTIONS OF CARILLON BEACH

Carillon Beach, a Florida limited partnership, hereinafter referred to as "Founder", makes this its Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach this 2nd day of JUNE, 2004.

WHEREAS, the Founder has filed a Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as recorded in Official Records Book 1338 at Page 1212 of the Public Records of Bay County, Florida, as Amended, and

WHEREAS, pursuant to Article II of said Declaration, the Founder has the right to annex contiguous property and make it subject to all of the terms and conditions of said Declaration.

NOW THEREFORE, pursuant to the authority granted in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, the Founder hereby annexes the following described real property as part of Carillon Beach subject to all of the terms and conditions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach, as amended, the Carillon Beach Design Code as amended and to provide notice to owners of lots within Carillon Beach of the fact that certain provisions of the Contract for Sale and Purchase between the Founder and the initial Purchaser may contain terms which were to survive the closing on the property and which affect the property. Owners may obtain information relating to such terms and conditions by contacting either the Founder or the Carillon Beach Association, Inc.

All that real property described in that certain Plat of CARILLON BEACH, PHASE XXXVIII as recorded in Plat Book 20 at Page 7-8 of the Public Records of Bay County, Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Supplemental Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach the date and year first above written.

Carillon Beach, Ltd.
By Carillon Beach, Inc.
General Partner

By: William D. Biggs, Sr.
William D. Biggs, Sr., President

Deborah Loving
Witness, Sign

DEBORAH LOVING
Witness, Print

[Signature]
Witness, Sign

[Signature]
Witness, Print

State of Florida,
County of Bay.

The foregoing instrument was acknowledged before me this ___ day of _____, by William D. Biggs, Sr., President of Carillon Beach, Inc., General Partner of Carillon Beach, Ltd. on behalf of the Limited Partnership, () is personally known to me or () produced as identification.

Sonia Vilar
Notary Public, Sign

SONIA VILAR
Notary Public, Print

My Commission Expires:



Upon recording, return to:
Dunlap & Shipman, P.A.
60 Clayton Lane, Suite A
Santa Rosa Beach, FL 32459

File # 2013023894
OR BK 3504 Pages 22.50 7752
Recorded 11/25/11 11:32
Bill Kinsaul, Clerk
Bay County, FL
Deputy Clerk EG
Trans # 1145839

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS
FOR CARILLON BEACH

NOTICE IS HEREBY GIVEN that at a duly called special meeting of the Members of CARILLON BEACH ASSOCIATION, INC., a Florida not for profit corporation ("Association") on November 12, 2011, by a vote of not less than two-thirds (2/3) of the eligible voting interests of the Association, amended the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach (the "Declaration"), recorded in O.R. Book 1338, Page 1212, et seq. of the Public Records of Bay County, Florida, and as previously amended, as follows:

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and incorporated by reference entitled "Schedule of Amendments to Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach"

IN WITNESS WHEREOF, Association, by and through its duly appointed representative, has executed this Certificate of Amendment to the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach in accordance with the authority hereinabove expressed this 15th day of November 2011.

ATTEST:

CARILLON BEACH ASSOCIATION, INC., a
Florida non-profit corporation

By: [Signature]

By: [Signature]

Print Name: Dov Tover

Print Name: Tan Pittman

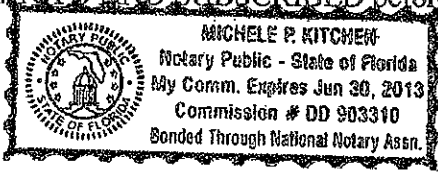
By: [Signature]

Its: President

Print Name: Jessica Stevens

The foregoing instrument was acknowledged before me by Jay PITMAN as PRESIDENT of Carillon Beach Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did / did not take an oath.

SWORN TO AND SUBSCRIBED before me this 15th day of November, 2011.



Michele P. Kitchen
Notary Public
Print Name: MICHELE KITCHEN

My Commission Expires:

ATTEST:

CARILLON BEACH ASSOCIATION, INC., a
Florida non-profit corporation

By: [Signature]
Print Name: Don Jovan

By: [Signature]
Print Name: Kendall Eagan

Its Secretary: _____

By: [Signature]
Print Name: Jessica Stevens

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by Kendall Eagan as Secretary of Carillon Beach Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced AID as identification and did / did not take an oath.

SWORN TO AND SUBSCRIBED before me this 19th day of January, 2012 November, 2011.

[Signature]
Notary Public
Print Name: Angela E. Nolan
My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 23, 2013

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF CHARTER, EASEMENTS,
COVENANTS AND RESTRICTIONS OF CARILLON BEACH

(1) The Declaration of Charter, Easements, Covenants and Restrictions of Carillon Beach is hereby amended as follows:

ARTICLE I:
Definitions

1.22 Residential Use. "Residential Use" shall mean use as a single-family home, rental for use as a single family-home, or operation of the affairs of Carillon Beach Association, Inc., including an association management office and other facilities directly related to the operation of the Association and/or the operation of event planning or wedding planning services provided by the Association or a third party contracted with the Association to provide these services.

~~1.22~~1.23 Special Use Parcel. "A Special Use Parcel" is a Lot of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or recreation facilities.

~~1.23~~1.24 Supplemental Declaration. "Supplemental Declaration" is any declaration which may be recorded by the Founder or the Association in accordance with Article II to annex Additional Property to Carillon Beach..

Upon recording, return to:
Dunlap & Shipman, P.A.
60 Clayton Lane, Suite A
Santa Rosa Beach, FL 32459

File # 2013048191
OR BK 3538 Pages 1007 - 1012
Recorded 08/13/13 08:30:30
Bill Kinsaul, Clerk
Bay County, FL
Deputy Clerk DW
Trans # 1164428

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS
FOR CARILLON BEACH**

NOTICE IS HEREBY GIVEN that at a duly called special meeting of the Members of CARILLON BEACH ASSOCIATION, INC., a Florida not for profit corporation ("Association") on July 31, 2013, by a vote of not less than two-thirds (2/3) of the eligible voting interests of the Association, amended the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach (the "Declaration"), recorded in O.R. Book 1338, Page 1212, et seq. of the Public Records of Bay County, Florida, and as previously amended, as follows:

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and incorporated by reference entitled "Schedule of Amendments to Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach"

IN WITNESS WHEREOF, Association, by and through its duly appointed representative, has executed this Certificate of Amendment to the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach in accordance with the authority hereinabove expressed this 6th day of Aug, 2013.

ATTEST:

CARILLON BEACH ASSOCIATION, INC., a Florida
non-profit corporation

By: T.R. Smart

Print Name: Tom Smart

By: Jean Pittman

Print Name: Jean Pittman

By: Don Jones

Print Name: Don Jones

Its: Aug. 6, 2013

STATE OF FL

COUNTY OF Bay

The foregoing instrument was acknowledged before me by Jan Pittman as Pres. of BOB of Carillon Beach Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did / did not take an oath.

SWORN TO AND SUBSCRIBED before me this 6 day of August, 2013.

Nicole Deatherage
Notary Public
Print Name: Nicole Deatherage

My Commission Expires:

8/21/16

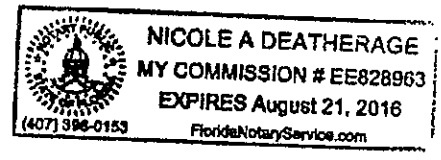


EXHIBIT A

Amendments

Article III, Section 3.3 of the Declaration of Charter, Easements, Covenants and Restrictions for Carillon Beach Association, Inc. (“the Declaration”), shall be amended as follows:

3.3 Permitted Uses by Founder*. The Founder reserves, for itself or its various assigns, the right to use the sandy beach portion of the Commons for vending of food and vending or rental of beach-related equipment, clothing and supplies, or the offering of concessions for such services, which shall be the only commercial use of the Commons by the Founder. Founder further reserves a right of access through the Commons for such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

*The words “by Founder” have been added here, but the change could not be denoted as the heading was already underlined.

3.4 ~~Use by Non-Members. The Association may also permit limited use and access for all or a portion of the Commons, through the sale of beach club memberships or other fees. Any such revenue shall benefit the Association.~~

3.4 Use of Commons by Non-Members. The Association may permit temporary limited use and access for any portion of the Commons through rental, lease or licensing agreements for purposes of holding weddings or other events. Revenue earned shall benefit the Association.

Article VI, Section 6. of the Declaration shall be amended as follows:

ARTICLE VI: ADMINISTRATION OF CARILLON BEACH DESIGN CODE

Administration of the Carillon Beach Design Code is the responsibility of the Design Review Board. The Design Review Board will review all plans for construction, or modification, of any Lot or Commons.

6.1 Design Review Board.

(b) Compensation. The Community Planner, other professionals and staff may be paid reasonable compensation for serving on the Design Review Board, as determined from time to time by the Association Board. All members shall be compensated for expenses.

(c) Cost of Operation. At the discretion of the Association, the Design Review Board may be funded in whole or in part by the Association, or ~~may set its~~ the Association Board may set review fees to cover all or part of the cost of its operation.

6.72 Review Procedure.

(b) Application. The plans to be submitted for approval shall be submitted to the Design Review Board with a copy to the Association Manager and shall include (i) the construction plans and specifications, including all proposed clearing and landscaping, (ii) elevations of all proposed improvements and (iii) such other items as the Design Review Board requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Carillon Beach Design Code, the quality of workmanship and material and harmony of design with surrounding structures. The Design Review Board may also consider other factors, including purely aesthetic considerations, which in the sole opinion of the Design Review Board will affect the desirability or suitability of the construction. The Design Review Board may grant variances from the Carillon Beach Design Code based on existing topographical or landscape conditions, demonstrated hardship or architectural merit. A copy of any variances granted must be provided to the Association Manager.

(d) Uniform Procedures. The Design Review Board may establish procedures for the review of applications, ~~including review costs and fees, if any, to be paid by the applicant.~~ The Design Review Board may require payment of review costs and fees by the Applicant if approved by the Association Board in accordance with Section 6.1.

(e) Notification: Construction. The Design Review Board shall notify the applicant of its decision within the time limits set out in the Carillon Beach Design Code. If approval is given or deemed to be given, construction of the improvements may begin once a copy of the approved

Plans have been submitted to the Association Manager. All construction must comply substantially with the submitted plans.

(f) Records. The Design Review Board shall maintain minutes of all meetings which must be filed with the Association Manager prior to any action by the Design Review Board becoming final. A copy of the current Design Review Code shall be maintained in the Association Office.

6.3 Liability. Approval by the Design Review Board of an application shall not constitute a basis for any liability of the Community Planner, the Founder, or members of the Design Review Board, Association Board or Association as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

Article X, Section 10.8 of the Declaration shall be amended as follows:

10.8 Transfer of Title; Capital Contribution. At the closing and transfer of title of each Lot to the first Owner other than the Founder, and upon each subsequent closing and transfer of title to a Lot, or at transfer of title without a closing through a foreclosure sale or by tax deed sale, the new Owner shall contribute to the Association an amount equal to two ~~months'~~ quarters' assessments, or such greater amount as required by Association. While the Founder has Lots for sale in the ordinary course of business, the Founder must approve the amount of the capital contribution. This contribution shall be used by the Association for the purpose of capital expenses of the Association and for providing working capital for the Association, and shall not be considered as a pre-payment of assessments. The capital contribution shall be considered a part of the Assessment Charge in accordance with Section 10.9, and shall be the personal obligation of both the seller and purchaser of the Lot if unpaid. However, if the seller provides the Association with the name and address of the intended purchaser at least thirty (30) days prior to the conveyance in accordance with Section 10.10, the seller shall not be personally responsible for the capital contribution.

Article X, Section 10.9 (a) of the Declaration shall be amended as follows:

- (a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment was levied, and of each subsequent Owner: regardless of how title is acquired and including, but not limited to, those that take title by foreclosure or deed in lieu of foreclosure. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

Article X, Section 10.9(d) of the Declaration shall be amended as follows:

- (d) Subordination of the Lien to First Mortgages. ~~The lien of the Assessment Charge shall be inferior to the first mortgage lien of any Mortgagee. The liability of a first mortgagee Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by Sale or transfer of any Lot pursuant to foreclosure of such a mortgage (or, if approved by the Board, acceptance of aor or deed in lieu of foreclosure, for unpaid assessments that came due before the mortgagee's Mortgagee's acquisition of title, shall be as provided by law; the entire amount due unless a lesser amount is required by law, then it shall be the maximum amount allowed. shall extinguish the lien as to payments which became due prior to the sale or transfer.~~ The transferees of such Lot shall be liable for any assessments coming due after the sale or transfer.