

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF COTTAGES AT WATERSIDE VILLAGE**

THIS DECLARATION, made this 29 day of September, 2005, by Cottages at Waterside Village, LLC, a Florida Limited Liability Company, (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property located in Bay County, Florida more particularly described on Exhibit "A" attached hereto (the "Total Property") upon which the Declarant intends to develop cottages consisting of not more than nineteen residences, to be commonly known as "COTTAGES AT WATERSIDE VILLAGE"; and

WHEREAS, the Declarant intends to construct the cottages to consist of nineteen free standing buildings, the cottages shall share common docks, seawall, boardwalk, canal, and shall be situated so that there is a common boardwalk space between them, and the cottages may be connected together with a common boardwalk and streets for the use of all owners in accordance with this Declaration of Covenants, Conditions and Restrictions (the "Declaration"); and

WHEREAS, the Declarant desires to provide for the protection of the value and desirability of the Residences, Total Property, Parcels and Common Areas, and to this end, desires to subject the Total Property, Residences, Parcels and Common Areas to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the Total Property, Residences, Parcels and the Common Areas shall be held, occupied, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the Total Property, Residences, Parcels and the Common Areas and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns and which shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association. "Association" shall mean and refer to COTTAGES AT WATERSIDE VILLAGE OWNERS ASSOCIATION, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida, its successors and assigns whose members shall be the Owners of the Residences that comprise the COTTAGES AT WATERSIDE VILLAGE.

Section 2. Common Area. "Common Area" shall mean the assets of the Association and shall include the tangible personal property required for the maintenance and operation of COTTAGES AT WATERSIDE VILLAGE, such portion of the Total Property, or lands contiguous thereto, as may be from time to time be subject to the Declaration, and any land or other property acquired by the Association for the benefit of COTTAGES AT WATERSIDE VILLAGE, even though owned by the Association. Title to the Common Area shall remain in the Declarant during the Development Period, subject to the rights of the Association and the Owners as set forth in the Common Area Agreement, and upon termination of the Development Period shall be conveyed by the Declarant to the Association. During the Development Period, the Declarant may, in its sole discretion, add to the Common Area and grant rights to use the Common Area to others as deemed necessary by the Declarant. The Common Area shall be all those areas and lands outside the Residences. This will include, but not be limited to, the roads, driveways, easements, docks, decks, piers, and common boardwalk area, all more particularly described on Exhibit "B" attached hereto.

Section 3. Common Area Agreement. "Common Area Agreement" shall mean that certain agreement between the Declarant and the Association dated the same date as this Declaration and attached hereto as Exhibit "G".

Section 4. Common Expenses. "Common Expenses" shall include expenses of administration, insurance, maintenance, operation, repair, replacement and betterment of the Common Area; expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of an Owner, including but not limited to costs of repair of damage to a Residence in excess of insurance proceeds, and the costs of insurance upon a Residence; expenses declared common by provisions of this Declaration, the Common Area Agreement and the Association's By-Laws and any valid charge against COTTAGES AT WATERSIDE VILLAGE as a whole.

Section 5. Condominium. "Condominium" shall mean the neighboring development known as "Condominiums At Waterside Village".

Section 6. Declarant. "Declarant" shall mean and refer to COTTAGES AT WATERSIDE VILLAGE, L.L.C., its successors and assigns.

Section 7. Development Period. "Development Period" shall mean the period of time from the commencement of the development of COTTAGES AT WATERSIDE VILLAGE until the completion of the development of COTTAGES AT WATERSIDE VILLAGE and the sale of all Residences therein or December 31, 2006, whichever occurs last.

Section 8. Number and Gender. "Number and Gender" are used herein so that, where the context so permits, the use of the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 9. Owner. "Owner" shall mean and refer to the holder, whether one or more persons or entities, of record fee simple title to any Residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. Residences. "Residences" shall mean the nineteen (19) cottage parcels included within COTTAGES AT WATERSIDE VILLAGE, all more particularly described on Exhibit C hereto.

Section 11. Shared Common Area. "Shared Common Area" shall mean certain of the commonly used facilities of the neighboring development "Condominiums At Waterside Village," consisting of a swimming pool and pool deck, will be available for use by both Owners of the Cottages At Waterside Village and owners of units in Condominiums At Waterside Village and members of their immediate families and guests pursuant to a Non-Exclusive Easement and Use Agreement, a copy of which is attached hereto and incorporated herein as Exhibit D.

Section 12. Total Property. "Total Property" shall mean that certain real property described on attached Exhibit "A".

Section 13. Utility Service. "Utility Service" shall mean all utility services necessary or convenient to the occupancy of each Residence as a single family Residence and shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, cable and sewage disposal.

ARTICLE II

EASEMENTS

Section 1. Types of Easements. The types of easements to which the Residences are subject or which are appurtenant to the Residences are set forth and described as follows:

[1] Utility Easement. Non-exclusive easements are reserved through each Residence as may be required for Utility Service; provided, however, such easements shall be only according to the plans and specifications for the building containing the Residences, or as the building is constructed, unless approved in writing by the Owner.

[2] Common Area Easement. Subject to the provisions of this Declaration, the rules and regulations of the Association, any fees or charges established by the Association, the Common Areas shall be and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the Owners in the Property for their use and the use of their immediate families; guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Owners.

[3] Shared Common Area Easement. The Declarant has entered or will enter into a Non-Exclusive Easement and Use Agreement with Cottages At Waterside Village Homeowners' Association, which will grant a nonexclusive easement allowing Residence Owners, their immediate families and guests the right to use the swimming pool facilities of the neighboring development, Condominiums At Waterside Village. A copy of the proposed Non-Exclusive Easement and Use Agreement is attached hereto as Exhibit D. The Condominiums At Waterside Village is a neighboring development containing fifty-one (51) residential condominium units. As consideration for this right of use, the Cottages At Waterside Village Homeowners' Association will pay, upon receipt of invoice from the Condominiums At Waterside Village Community Association, twenty-seven percent (27%) of a shared expense budget for expenses relating to use of the swimming pool, including but not limited to swimming pool and pool deck maintenance, utilities and supplies. This expense paid to Condominiums at Waterside Village shall be a common expense for the Association. The Owners of Residences have a non-exclusive easement for ingress and egress using the specific access areas depicted on the attachment to Exhibit D for access to

the swimming pool facilities. Residence Owners will not have access to or use of any other Condominium property.

[4] Easement for Encroachments. The Total Property shall be subject to a non-exclusive easement for encroachments which now exist or hereafter exist caused by settlement or movement of any building or caused by minor inaccuracies by building or re-building which encroachment shall be permitted to remain undisturbed and which shall continue until such encroachments no longer exist.

[5] Construction Easement. An non-exclusive, permanent easement is hereby reserved for the benefit of the Declarant, its agents, employees, successors, contractors, subcontractors, and assigns, for the purpose of constructing COTTAGES AT WATERSIDE VILLAGE, said easement to be over, under and across the Total Property.

[6] Easement of Enjoyment. Every Owner and his respective licensees, guests, invitees, agents, servants and employees shall have a non-exclusive permanent easement of enjoyment in and to the Common Area, subject to the Common Area Agreement, which shall be appurtenant to and shall pass with the title to every Residence.

[7] Common Area Easement. Every Owner shall have a non-exclusive easement of use for purposes of ingress and egress, and recreation on, over and across the Common Area as set forth in the Common Area Agreement.

[8] Recorded Easements. Every Owner and Residence will be subject to any and all easements which are recorded with the Bay County Public Records, such as utility easements and access easements; and further be subject to all setback requirements, environmental restrictions, and any other legal restriction imposed on the Property or Residences by state, local or federal authorities.

Section 2. Easements as Appurtenances. All easements described above shall be private easements created solely for the benefit of the Owners, their successors and assigns, and not for the benefit of the general public. All easements described above and other rights created herein for an Owner shall be appurtenant to the Residence of that Owner and all conveyances of title to the Residence shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appear in any such instruments. These covenants and restrictions shall be binding on each Residence and

shall run with the land and be binding on each and all purchasers of Residences. Declarant hereby reserves for itself, its successors and assigns the right to maintain sales offices, management offices and models within any Residence owned by Declarant, the design of which shall be exempt from the provisions of this Declaration. Declarant also reserves for itself, its successors and assigns the right to construct and maintain signs advertising Waterside on any and all Common Area. Declarant reserves any and all easements, licenses, rights and privileges specified in the Common Area Agreement.

ARTICLE III

OWNERS ASSOCIATION

Section 1. Operation of Association. The Association shall be governed by the provisions of its Articles of Incorporation which are attached hereto as Exhibit "E" and its By-Laws which are attached hereto as Exhibit "F".

Section 2. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Common Area, the Association or the Declarant shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent conditions of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

Section 3. Restraint Upon Assignment of Shares in Assets. The shares of members in the funds, assets and property rights of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Residence.

Section 4. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of record Owners is specifically required by the Declaration.

ARTICLE IV

COMMON AREA AND COMMON EXPENSES

Section 1. Maintenance and Operation. Subject to the Common Area Agreement, the Common Area, including all docks, decks and boardwalks, shall be owned by the Association and the maintenance

and operation of the Common Area shall be the responsibility of the Association and a common expense of COTTAGES AT WATERSIDE VILLAGE. Except as reserved to the Declarant or as approved by the Board, no commercial vehicles, or campers, mobile homes, boats, boat trailers or commercial vans shall be permitted to park or be stored on the Common Area, except as such vehicle or item that can be placed within an enclosed garage. All garbage, refuse or trash shall be kept in garages or other concealed approved areas. Sealed trash containers may be allowed on the Common Area only during times of pickup of garbage. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residence or Common Area, unless approved by the Association.

Section 2. Alteration and Improvement. After the completion of the improvements included in the Common Area contemplated by this Declaration, there shall be no alteration nor further improvement of the property constituting the Common Area without prior approval in writing by the Owners of not less than two-thirds (2/3) of the Residences except as provided by the By-Laws or the Common Area Agreement. Owners will not be allowed to construct a fence around their Residence or to change the exterior portion of their Residence in any manner. The share of any cost herein shall be assessed to the Owners in the share that their shares in the Association bear to each other. There shall be no change in the shares or rights of an Owner in the Common Area altered or further improved, whether or not the Owner contributes to the costs of such alteration or improvements.

Section 3. Assessments. The making and collection of assessments against Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

[1] Share of Common Expenses. Each Owner shall be liable for a proportionate share of the Common Expenses and shall share in the common surplus, such share being the same as the undivided share in the Association appurtenant to his Residence as set forth in Article X hereof.

[2] Share of Shared Common Area Expenses. Each Owner shall be liable for a proportionate share of the Common Expenses associated with the right to use the swimming pool and pool deck facilities of Condominiums At Waterside Village. The Association will pay, upon receipt of invoice from the Condominiums At Waterside Village Community Association, twenty-seven percent (27%) of a shared expense budget for expenses relating to use of the swimming pool, including but not limited to swimming pool and pool deck maintenance, utilities and supplies.

[3] Interest; Application of Payment. Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon accounts shall be first applied to interest and then to the assessment payment first due.

[4] Lien for Assessments. There shall be a lien for unpaid assessments as set forth in Articles XI. No Owner may sell or convey his interest in a Resident unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner.

Section 4. Containers, pets and personal items. Except as provided to the Declarant, no Owner shall place any structure, which shall include but not be limited to storage buildings, pools, swings, playground equipment, trailers, signs (excluding customary for sale signs) or any form or type of structure in or on the Common Area without the prior written consent of the Declarant, during the development period and the Association thereafter. No gas tank, gas container or gas cylinder shall be permitted to be placed on the Common Area or on the Residence, excluding one gas cylinder for a barbecue grill upon Association approval. No private water well for irrigation, pools or other purposes or gas, oil or similar wells shall be permitted on the Common Area, except as reserved to Declarant and as allowed by the Association. The Residence shall not be sub-divided or smaller portions thereof sold without the prior approval of the Association.

Section 5. Environmental Easement. The Owners are advised by the Declarant that there is a small trace of hazardous substance located only on one area of the Total Property. With authorization from the Department of Environmental Protection the Declarant has installed testing and treatment equipment on the Total Property and is obligated to continue the treatment until completion. Declarant, it's successors, assign, contractors and agents, hereby reserve a perpetual, nonexclusive easement over, across and under the Common Area for the purpose of maintaining, installing, removing or any other action with the treatment or testing equipment or to take any other action necessary to satisfy and resolve the existing environmental issues with the State of Florida. Declarant provides no assurances to the Owners as to the time limits on completion of the environment treatment.

ARTICLE V
RESIDENCE

Section 1. Maintenance. Each Owner shall perform promptly all maintenance and repair work within his Residence which, if permitted, would affect COTTAGES AT WATERSIDE VILLAGE in its entirety or in a part belonging to other Owners and each Owner is expressly responsible for damages and liability which result from his failure to promptly perform such maintenance and repair work. Unless otherwise provided in other Articles of this Declaration, each Owner shall be responsible for the cost of performing all such maintenance and repair work. All exterior walls and all roofs shall be maintained by the Owner. No Owner shall modify in any manner the exterior walls or roofs. The Association shall maintain, replace or repair all trees, lawns, shrubbery, plants and all other items located in the Common Area or that may be located inside the boundaries of the Residences but only areas located on the exterior of the walls of the Residences.

Section 2. Architectural Control. No building, fence, wall or structure of any kind, not included within the original construction of any Residence, shall be commenced, erected or maintained upon the Total Property, Residences or Common Area nor shall any exterior addition to or change or alteration of the exterior of any Residence be made, including changing the color of exterior paint or roofing, unless the plans and specifications showing the nature, kind, shape, height, materials, color or finish and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant during the Development Period and thereafter by a vote of two-thirds (2/3) of the members of the Association.

ARTICLE VI
INSURANCE

The insurance, other than title insurance, that shall be carried on COTTAGES AT WATERSIDE VILLAGE by the Association and the Owners shall be governed by the following provisions:

Section 1. Authority to Purchase; Named Insured. All insurance policies upon the Common Areas and the buildings and other improvements that include the Residences shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the

issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of the Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, or if required by the holder of a first mortgage on one of the Residences, an insurance trustee designated by the Association, and all policies and their endorsements shall be deposited with the Association, or if applicable, the insurance trustee. Owners may obtain coverage at their own expense upon the interior of their Residences, their personal property and for their personal liability and living expense.

Section 2. Coverage.

{1} Casualty. All buildings and improvements included within COTTAGES AT WATERSIDE VILLAGE shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Area shall be insured for its value, all as determined annually by the Board of Directors of the Association with such deductible clauses required to obtain coverage at a reasonable cost. Such coverage shall afford protection against:

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

(b) Such other risks as from time to time shall be customarily covered with respect to similar buildings or improvements, including but not limited to vandalism and malicious mischief, windstorm and flood insurance.

(c) Insurance policies providing casualty coverages pursuant to Article VI, Section 2(1)(a) and (b) above shall state whether the following property is included within the coverage in order that Owners may insure themselves if said property is not insured by the Association; air handling equipment for space cooling and heating, service equipment such as dishwasher, refrigerator, oven, stove, hot water heater, whether or not built-in; interior fixtures such as electrical and plumbing fixtures; floor coverings; and inside paint and other inside wall finishes. Further, such policies, when appropriate and possible, shall waive the insurer's right to (a) subrogation against the Association and against the Owners individually and as a group (b) benefit of the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurers have issued coverage on the same risk and (c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association or a director or

one or more Owners.

[2] Liability. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of Owners as a group to a Owner.

[3] Worker's Compensation. Worker's compensation policy to meet the requirements of law.

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

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense of COTTAGES AT WATERSIDE VILLAGE; provided, however, if any Owner shall use or maintain his Residence in such manner as to cause a greater insurance premium to be assessed than other Owners, then said Owner shall be liable for and pay a special assessment in an amount equal to the increased premium cost caused by his maintenance or use of his Residence.

Section 4. Insurance Trustees; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to such bank located in the State of Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, or the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Owners and their mortgagees in the following shares but which shares need not be set forth on the records of the insurance trustee:

[1] Common Area. Proceeds on account of damage to Common Area - an undivided share for such Owner; such share being the same as the undivided share in the Association appurtenant to his Residence.

[2] Residences. Proceeds on account of damage to Residences

shall be held in the following undivided shares:

- (a) When the building is to be restored - for the Owners of damaged Residences in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.
 - (b) When the building is not to be restored - an undivided share for each Owner, such share being the same as the undivided share in the Association appurtenant to his Residence divided by the total of the undivided shares in the Association appurtenant to all Residences not to be restored.
- [3] Mortgages. In the event a mortgagee endorsement has been issued as to a Residence, the share of the Owner shall be held in trust for the mortgagee and the Owner as to their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Owners and mortgagee pursuant to the provisions of this Declaration.

Section 5. Distribution of Proceeds. Proceeds of insurance policies received by the Association or the insurance trustee shall be distributed to or held for the beneficial Owners in the following manner:

- [1] Expense of the Trust. All expense of the insurance trustee shall be paid in first or provisions made for such payment.
- [2] Reconstruction or Repair. If the damage for which the proceeds are paid to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittance to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Residence and may be enforced by such mortgagee.

- [3] Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittance to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Residence and may be enforced by such mortgagee.
- [4] Certificate. In making distribution to Owners and their mortgagees, the insurance trustee, if any, may rely upon a certificate of the Association made by its president and secretary as to the names of the Owners and their respective shares of the distribution.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner and for each owner of a mortgage or other lien upon a Residence and for each owner of any other interest in COTTAGES AT WATERSIDE VILLAGE to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payments of claims.

ARTICLE VII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Lesser Damage. If any building included within COTTAGES AT WATERSIDE VILLAGE shall be damaged by casualty, and at least one Residence in that building remains habitable, then the damaged building shall be reconstructed or repaired substantially in accordance with the plans and specifications for the original building.

Section 2. Greater Damage. If any building included within COTTAGES AT WATERSIDE VILLAGE shall be damaged by casualty, and no Residence in that building remains habitable, then the damaged building shall be reconstructed or repaired substantially in accordance with the plans and specifications for the original building, unless the Owners of three-fourths (3/4) of the Residences and the mortgagee holding the greatest number of mortgages on Residences consents in writing to terminate COTTAGES AT WATERSIDE VILLAGE in the manner hereafter provided.

Section 3. Insufficient Insurance. If the amount of insurance proceeds available to pay the costs of such reconstruction and repair is insufficient, each Owner shall contribute such additional funds as may be required to complete the reconstruction and repair in proportion to the cost of reconstruction and repair of their respective Residences.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Residential Use. COTTAGES AT WATERSIDE VILLAGE shall be used as single family dwellings for residential purposes, either permanent or transient, and for no other purpose.

Section 2. Common Area. The Common Area shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the enjoyment of the Residences.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Residences except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose or in any manner which shall constitute a nuisance to any other Owner.

Section 4. Nuisances. No Owner shall do or permit done any act, use or practice within COTTAGES AT WATERSIDE VILLAGE which may be or may become a source of annoyance to any other Owner or resident or which interferes with the peaceful possession and proper use of COTTAGES AT WATERSIDE VILLAGE by its residents.

Section 5. Storage. All equipment, garbage cans, service yards, wood piles or storage piles shall be kept inside the Residence so as to conceal them from view of neighboring Owners, streets, easements or waterfront. All rubble, trash, or garbage shall be regularly removed from each Residence. No clothes shall be allowed in any area where they may be viewed by the neighboring Owners or from streets, easements or the waterfront. No docks may be constructed on the Property, without Association approval.

Section 6. Lawful Use. No improper, offensive or unlawful use shall be made of COTTAGES AT WATERSIDE VILLAGE, nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modifications or repair of COTTAGES AT WATERSIDE

VILLAGE shall be the same as the responsibility for the maintenance an repair of the property concerned. All signage placed on the Residences or Common Area must be approved by the Association. All trash, garbage and other waste materials shall be kept in sanitary containers enclosed and screened from public view and protected from disturbance in such places and manners as may be approved by the Association. Owners shall not, and shall ensure that their Guests do not, litter in Waterside. No burning of trash, garbage or waste materials shall be permitted within Waterside. Notwithstanding the foregoing, the removal of all trash, garbage and other waste materials from each Residence shall comply with the terms and conditions set forth in the association documents.

Section 7. Leasing. Residences, or portions thereof, may be rented or leased only pursuant to this Declaration, the Articles and By-Laws of the Association, and provided the occupancy is only by the lessee, his family, servants or guests.

Section 8. Regulations. Reasonable regulations concerning the use of COTTAGES AT WATERSIDE VILLAGE may be made and amended from time to time by the Declarant and/or Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Owners upon request.

ARTICLE IX

COMMON TAXES

In the event that any taxing authority having jurisdiction over COTTAGES AT WATERSIDE VILLAGE shall levy or assess any tax or special assessment against the Common Area, then such tax or special assessment shall be separately levied and collected as a special assessment by the Association against all of the Owners. Such special assessment by the Association shall be separately identified by the Association and unless otherwise expressly stated, shall be due ten (10) days after the date of the assessment. If said special assessment is not paid when due, the Association may pay same and, upon payment, the Owner who failed to pay the special assessment shall be liable to the Association for the amount paid plus interest at eighteen percent (18%), which amount shall be secured by a lien against the Residence of the defaulting Owner. Said lien shall attach from and after the recording of a claim of lien in the public records of Bay County, stating the description of the Residence, the name of the record Owner, the amount due and due date and the provisions of this

Declaration upon which the claim is based. The lien, which shall also secure reasonable attorney's fees and court costs, may thereafter be foreclosed in the manner provided by law. Upon payment, the holder of the lien shall deliver a satisfaction of the lien.

ARTICLE X

APPURTENANCES TO RESIDENCES

The Owner of each Residence shall own a share and certain interest in COTTAGES AT WATERSIDE VILLAGE, which share and interest are appurtenant to the several Residences as follows:

- [1] Share of Association. Each Owner shall own an undivided share and interest in the assets of the Association, including the Common Area, equal to a fraction, the numerator of which is one and the denominator of which is the number of Residences which are made a part COTTAGES AT WATERSIDE VILLAGE. Each Owner will share one-nineteenths in the Common Expenses.
- [2] Vote. Owners shall be entitled to one vote per Residence. When more than one person holds such interest in such Residence all such persons shall be Members, but the single vote for such Residence shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such Residence.
- [3] Easements. Each Owner shall be entitled to the use, benefit and enjoyment of the various easements described in Article II hereof.

ARTICLE XI

ASSESSMENT LIENS

Section 1. Lien for Assessment. Each Owner of a Residence, by acceptance of a deed therefor, whether expressly so stated in such deed, is deemed to covenant and agree to pay the various costs, charges and assessment set forth in this Declaration when due. Unless otherwise expressly stated, the date that said costs, charges and assessments are due shall be ten (10) days after demand for payment is made by the Association. If said costs, charges and assessments are not paid when due, the Association may pay same

and, upon payment, the Owner who failed to pay said costs, charges and assessments shall be liable to the Association for the amount paid plus interest at eighteen percent (18%), which amount shall be secured by a lien against the Residence of the defaulting Owner. Said lien shall attach from and after the recording of a claim of lien in the public records of Bay County, stating the description of the Residence, the name of the record Owner, the amount due and due date and the provision of this Declaration upon which the claim is based. The lien, which shall also secure reasonable attorney's fees and court costs, may thereafter be foreclosed in the manner provided by law. Upon payment, the holder of the lien shall deliver a satisfaction of the lien. The annual regular assessments shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. The annual assessments shall be payable in advance in monthly installments, or in annual, or quarterly installments, as determined by the Board.

Section 2. Special Assessments. In addition to regular assessments, the Association shall have the right to levy special assessments against a Owner(s) to the exclusion of other Owner(s) for the repair or replacement of damage to any portion of the Common Area caused by the misuse, negligence or other action or inaction of an Owner or his guests, invitees or agents. All special assessments shall be subject to all of the provisions of this Declaration, including the right to lien, foreclose, and all other similar action.

Section 3. Subordination of the Lien to Mortgages. Prior to the recording of the assessment lien in the public records of Bay County, Florida, the assessment lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residence shall not affect the assessment lien; except that, the sale or transfer of any Residence pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such foreclosure or proceeding, unless the assessment lien was recorded prior to the recording of the first mortgage. Any assessments not paid by such mortgagee shall thereafter be assessed against the Owners as a Common Expense.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Correcting Violations. In addition to the rights

and remedies granted to the Association or to any Owners by any other Article of this Declaration, each Owner by the acceptance of any deed conveyed subject to this Declaration, does hereby irrevocably consent to and grant to the Association or any other Owner, the right and license peacefully to enter upon his property for the purpose of correcting any conditions which may be in violation of this Declaration.

Section 2. Compliance and Default. Each Owner shall be governed by and shall comply with the terms of this Declaration, Common Area Agreement, the Articles of Incorporation and By-Laws of the Association and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an Owner to comply with such documents and regulations shall entitle the Association or other Owners to the following relief in addition to the remedies provided by the law:

- [1] Negligence. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of this family or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy, or abandonment of a Residence or its appurtenances, or of the Common Area, by the Owner.
- [2] Fines. The Board of Directors of the Association may, upon notice and hearing before said Board, fine, assess and charge any offending member a sum not to exceed \$150.00 for each infraction of the provisions of this Declaration, the Articles, by-Laws or rules and regulations of the Association. Any such fines shall constitute a lien against the Residence owned or occupied by the violator as set forth in Article VIII hereof unless paid within ten (10) days of the date assessed.
- [3] Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Declaration, Common Area Agreement, Articles of Incorporation of the Association, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the

proceeding and such reasonable attorney's fees as may be awarded by the Court.

- [4] No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of this Declaration, Common Area Agreement, the Articles of Incorporation of the Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter.

Section 3. Term of Declaration. The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Total Property, Residences, Parcels and all other lands for a period of ninety (90) years from the recording of this Declaration and shall thereafter be automatically renewed for successive 10 year periods unless the Declaration is terminated pursuant to the terms hereof. The covenants, conditions and restrictions and other matters set forth in this Declaration shall run with and bind the property from time to time submitted to this Declaration and shall inure to the benefit of and be enforceable by any Owner. This Declaration shall become effective upon it's recordation in the public records of Bay County, FL. This Declaration shall take precedence over the Common Area Agreement, Bylaws, Articles or any other document. All provisions of this Declaration, Bylaws, Common Area Agreement and Articles shall run with the land and with title to the properties.

Section 4. Amendment. Except as otherwise provided herein, the covenants, conditions, restrictions and other provisions of this Declaration may be amended by the Declarant, during the Development Period without the vote, notice or knowledge of the Association or Residence Owners or any mortgage holder and thereafter by 75% of the Owners and their mortgagees as evidenced by a written amendment recorded in the public records of Bay County, Florida.

Section 5. Termination. This Declaration may be terminated by the consent of all of the Owners and all holders of mortgages on COTTAGES AT WATERSIDE VILLAGE. In the event of termination, COTTAGES AT WATERSIDE VILLAGE shall be owned in common by the Owners in the same undivided shares as each Owner previously owned in the Association. All liens shall be transferred to such undivided share attributable to the Residence originally encumbered by the lien in its same priority.

Section 6. Severability. Invalidation of any one of the covenants, conditions, restrictions or other provisions of this Declaration by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 7. Withdrawal. The Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person entity, for the purpose of removing portions of any of the property referenced herein from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the property as desired by Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme or the development.

Section 8. Construction. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES REFERENCED HEREIN ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION AND OTHER RELATED ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTIES. BY THE ACCEPTANCE OF THEIR DEED OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON ANY PROPERTY WITHIN THE LANDS REFERENCED HEREIN (iii) THAT THE DECLARANT AND THE AFORESAID PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OTHERWISE), INJURIES, OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) THAT ANY PURCHASE OR USE OF ANY PORTION OF THE LAND REFERENCED HEREIN HAS BEEN AND WILL BE MAKE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER/DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTIONS OF THE ABOVE LANDS.

DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OR INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION AND THE DECLARANT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- A. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF.
- B. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, BAY COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND
- C. ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OR ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OR TITLE TO HIS RESIDENCE) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OR ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION OR DECLARANT ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION OR DECLARANT HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE, AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSOR AND ASSIGNS, THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER/DECLARANT AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, have hereunto set my hand and seal this 29 day of September, 2005.

DECLARANT:
COTTAGES AT WATERSIDE VILLAGE,
L.L.C., a Florida limited
liability company

BY: Olson & Associates of NW
Florida, Inc., a Florida
Corporation



Witness Sign Name

Dana McEneaney

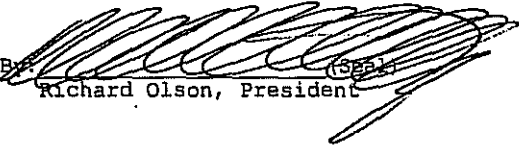
Witness Print Name



Witness Sign Name

Kitti Hataway

Witness Print Name



Richard Olson, President

STATE OF FLORIDA
COUNTY OF Okaloosa

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Richard Olson, as President of Olson & Associates of NW Florida, Inc. the managing member of Waterside Village, L.L.C., who is personally known to me or who produced Florida Drivers License as identification, and who are known to me to be the person described in and who executed the foregoing instrument for the purposes therein expressed, on behalf of said corporation and LLC.

WITNESS my hand and official seal in the County and State last aforesaid on this, the 29 day of September, 2005.



Heather Slick
NOTARY PUBLIC
Printed Name Heather Slick
Commission No. & Expiration Date
DD 386181 Jan 13, 2009

THIS INSTRUMENT PREPARED BY:
Derrick Bennett, Esquire
Harrison, Rivard, Zimmerman & Bennett
P.O. Box 2422
Panama City, FL 32402

EXHIBIT A

("TOTAL PROPERTY"- LEGAL DESCRIPTION)

DESCRIPTION: OVERALL PROPERTY FOR COTTAGES AT WATERSIDE VILLAGE

BEGIN AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 75 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (SAID IRON ROD ALSO LYING AND BEING ON THE EASTERLY RIGHT OF WAY LINE OF 34TH STREET, HAVING A 50 FOOT RIGHT OF WAY), THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY LINE OF THE EASTERLY HALF OF THAT PORTION OF SAID 50 FOOT RIGHT OF WAY FOR 34TH STREET AS VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472, FOR 25.00 FEET TO THE WESTERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY BOUNDARY LINE, FOR 64.00 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST, ALONG SAID SOUTHERLY BOUNDARY LINE, FOR 25.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF 34TH STREET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 36.00 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY); THENCE SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND CURVE WITH A RADIUS OF 11,509.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 42 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 344.40 FEET (CHORD OF SAID ARC BEING SOUTH 55 DEGREES 12 MINUTES 01 SECONDS EAST, 344.39 FEET) TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT (50 FOOT RIGHT OF WAY); THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT FOR 182.23 FEET TO A FOUND ONE HALF INCH IRON ROD AND CAP NO. 0732 MARKING THE SOUTHEASTERLY CORNER OF LOT 1, MEXICO BEACH UNIT NO. 10 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 28 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 55 DEGREES 07 MINUTES 08 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 1 FOR 100.00 FEET; THENCE SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST FOR 30.75 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON A CURVE CONCAVE TO THE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 11659.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 18 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 260.64 FEET (CHORD OF SAID ARC BEING NORTH 55 DEGREES 25 MINUTES 01 SECONDS WEST, 260.63 FEET; THENCE NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON THE SOUTHEASTERLY BOUNDARY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1893, PAGE 2303 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID SOUTHEASTERLY BOUNDARY FOR 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.01 ACRES, MORE OR LESS.

SUBJECT TO THE TIDAL WATERS OF A CANAL, OUIT CLAIMED TO THE BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 909, PAGE 600 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

EXHIBIT B
(COMMON AREA)



DESCRIPTION: OVERALL PROPERTY FOR COTTAGES AT WATERSIDE VILLAGE

BEGIN AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 75 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (SAID IRON ROD ALSO LYING AND BEING ON THE EASTERLY RIGHT OF WAY LINE OF 34TH STREET, HAVING A 50 FOOT RIGHT OF WAY), THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY LINE OF THE EASTERLY HALF OF THAT PORTION OF SAID 50 FOOT RIGHT OF WAY FOR 34TH STREET AS VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472, FOR 25.00 FEET TO THE WESTERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY BOUNDARY LINE, FOR 64.00 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST, ALONG SAID SOUTHERLY BOUNDARY LINE, FOR 25.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF 34TH STREET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 36.00 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 9B (100 FOOT RIGHT OF WAY); THENCE SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND CURVE WITH A RADIUS OF 11,509.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 42 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 344.40 FEET (CHORD OF SAID ARC BEING SOUTH 55 DEGREES 12 MINUTES 01 SECONDS EAST, 344.39 FEET) TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT (50 FOOT RIGHT OF WAY); THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT FOR 182.23 FEET TO A FOUND ONE HALF INCH IRON ROD AND CAP NO. 0732 MARKING THE SOUTHEASTERLY CORNER OF LOT 1, MEXICO BEACH UNIT NO. 10 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 28 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 55 DEGREES 07 MINUTES 08 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 1 FOR 100.00 FEET; THENCE SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST FOR 30.75 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON A CURVE CONCAVE TO THE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 11659.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 260.64 FEET (CHORD OF SAID ARC BEING NORTH 55 DEGREES 25 MINUTES 01 SECONDS WEST, 260.63 FEET); THENCE NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON THE SOUTHEASTERLY BOUNDARY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1893, PAGE 2303 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID SOUTHEASTERLY BOUNDARY FOR 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.01 ACRES, MORE OR LESS.

SUBJECT TO THE TIDAL WATERS OF A CANAL, QUIT CLAIMED TO THE BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 809, PAGE 600 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

less and except all that property described in the attached Exhibit B/2 through B/7

B/1

DESCRIPTION: UNIT NO. 3234 (LOT 1, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 16.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.86 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 7, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3232 (LOT 2, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 47.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.76 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 6 AND 7, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 323D (LOT 3, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 78.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 23.33 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 42.54 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 85.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 5 AND 6, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3228 (LOT 4, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 109.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 23.24 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 85.95 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 42.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 5, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3226 (LOT 5, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 140.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.48 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 86.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 4 AND 5, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3224 (LOT 6, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 171.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.39 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 4, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3222 (LOT 7, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 202.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.30 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 68.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 3 AND 4, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3220 (LOT 8, COTTAGES AT WATERSIDE VILLAGE)

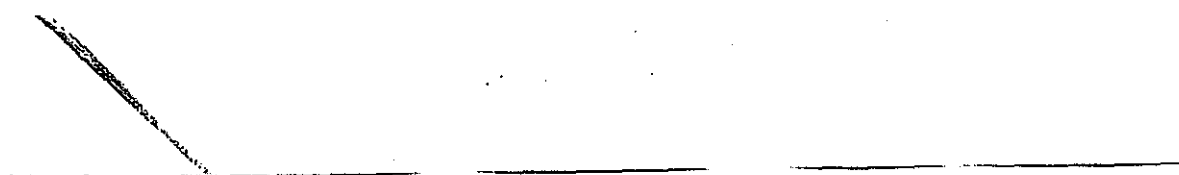
COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 233.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.20 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 3, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3218 (LOT 9, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 264.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.11 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 68.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 2, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.



DESCRIPTION: UNIT NO. 3216 (LOT 10, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 295.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.01 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 1 AND 2, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3214 (LOT 11, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 326.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.92 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 1, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3212 (LOT 12, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 357.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.83 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 1, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3210 (LOT 13, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 388.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.73 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 320B (LOT 14, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 419.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.64 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 320B (LOT 15, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 450.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.54 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3204 (LOT 16, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN SOUTH 04 DEGREES 58 MINUTES 18 SECONDS EAST FOR 26.35 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3202 (LOT 17, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 485.43 FEET; THENCE RUN SOUTH 04 DEGREES 58 MINUTES 16 SECONDS EAST FOR 26.35 FEET; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 31.00 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 8.08 FEET; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 7.80 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 15.90 FEET; THENCE RUN NORTH 55 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.80 FEET; THENCE SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.22 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.04 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 101-1 (LOT 18, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 485.43 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 2.77 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 15.90 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 44.20 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 7.00 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 27.50 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 32nd COURT (HAVING A 50 FOOT RIGHT OF WAY); THENCE RUN SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 18.20 FEET; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 76.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 101-2 (LOT 19, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 485.43 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 33.77 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 15.90 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 76.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 32nd COURT (HAVING A 50 FOOT RIGHT OF WAY); THENCE RUN SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 18.20 FEET; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 27.50 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 7.00 FEET; THENCE RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

EXHIBIT C

(RESIDENCES DESCRIPTION)



DESCRIPTION: UNIT NO. 3234 (LOT 1, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 16.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.86 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 7, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3232 (LOT 2, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 47.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.76 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 6 AND 7, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3230 (LOT 3, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 78.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.33 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 42.54 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 85.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 5 AND 6, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3228 (LOT 4, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 109.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 23.24 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 85.95 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 42.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 5, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3226 (LOT 5, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 140.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.48 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 4 AND 5, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3224 (LOT 6, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 171.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.39 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 4, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3222 (LOT 7, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 202.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.30 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 3 AND 4, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3220 (LOT 8, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 233.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.20 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 3, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 321B (LOT 9, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 264.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.11 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 2, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3216 (LOT 10, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 295.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.01 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 1 AND 2, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3214 (LOT 11, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 326.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.92 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 1, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3212 (LOT 12, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 357.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.83 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 1, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3210 (LOT 13, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 388.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.73 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3208 (LOT 14, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 419.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.64 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3206 (LOT 15, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 450.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.54 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3204 (LOT 16, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN SOUTH 04 DEGREES 58 MINUTES 16 SECONDS EAST FOR 26.35 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3202 (LOT 17, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN SOUTH 04 DEGREES 58 MINUTES 16 SECONDS EAST FOR 26.35 FEET; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 31.00 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 8.08 FEET; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 7.80 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 15.90 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.80 FEET; THENCE SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.22 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.04 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 101-1 (LOT 18, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 2.77 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 15.90 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 44.20 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 7.00 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 27.50 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 32ND COURT (HAVING A 50 FOOT RIGHT OF WAY); THENCE RUN SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 18.20 FEET; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 76.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 101-2 (LOT 19, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 33.77 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 15.90 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 76.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 32ND COURT (HAVING A 50 FOOT RIGHT OF WAY); THENCE RUN SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 18.20 FEET; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 27.50 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 7.00 FEET; THENCE RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

EXHIBIT D

(NON-EXCLUSIVE EASEMENT AND USE AGREEMENT)



NON EXCLUSIVE EASEMENT AND USE AGREEMENT

This Non Exclusive Easement and Use Agreement (hereinafter, "This Easement") is entered into between CONDOMINIUMS AT WATERSIDE VILLAGE, LLC, a Florida limited liability company (hereinafter, the "Developer") and COTTAGES AT WATERSIDE VILLAGE OWNERS ASSOCIATION, INC., a Florida non-profit corporation (hereinafter, the "Cottages").

RECITALS:

- A. The Developer is the developer of Condominiums At Waterside Village, located in Bay County, Florida, which is legally described in the attached Exhibit "1" and upon which are amenities and common area including a swimming pool and pool deck facilities as depicted on the site drawing attached hereto and incorporated herein as Exhibit "2."
- B. Cottages At Waterside Village Owners Association is the homeowners' association of Cottages At Waterside Village, a nineteen (19) lot subdivision adjacent to Condominiums At Waterside Village, and developed by the same Developer as Condominiums At Waterside Village.
- C. Developer has agreed to grant a perpetual, non-exclusive easement to the Cottages for the use and enjoyment by its members, their family and guests of said pool and pool deck facilities, subject to the terms hereof.

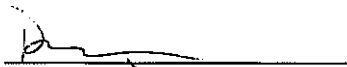
NOW, THEREFOR, for good and valuable consideration, the parties hereby covenant and agree as follows:

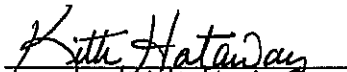
1. The Developer does hereby grant, bargain, sell and convey unto the Cottages for the use and benefit of its members and their family and guests a perpetual, non-exclusive easement over and across the property described in Exhibit B for access and use of the pool and pool deck as depicted on Exhibit "A" for all proper and normal purposes, for the use of services and facilities for which the same are reasonably intended. The easement is limited to the area depicted in the attached Exhibit A.
 2. In consideration of receiving this Easement from the Developer, the Cottages agree to pay to Condominiums At Waterside Village Community Association, Inc., in equal monthly installments, twenty-seven percent (27%) of the expenses of Condominiums At Waterside Village Community Association, Inc. related to the pool, including but not limited to miscellaneous supplies, insurance, landscaping maintenance, pool maintenance and utilities, for the area and facilities subject to this Easement. Failure to pay said expenses shall entitle Developer or the successor condominium association to take legal action to terminate this easement.
 3. The easement granted herein shall be deemed a covenant appurtenant to and running with the lands described herein. All rights, powers and privileges granted to either party shall inure to the benefit of and be held by their respective successors, heirs and assigns, and likewise all liabilities and obligations imposed on each shall be binding up on the respective successors, heirs and assigns of the parties hereto. This agreement constitutes the entire agreement of the parties and
-

may not be amended except by written instrument executed by the parties hereto. This agreement shall be construed and interpreted in accordance with the laws of the State of Florida. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the year and date first above written.


Witness:


Print Name: Nina McLemore

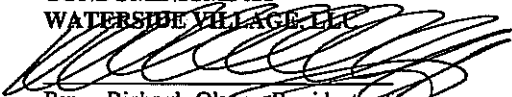

Print Name: Kithi Hatanaway

Witness:

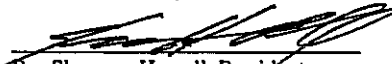

Print Name: Beckie Holbrook


Print Name: Brenda J. Barbice

**"DEVELOPER"
CONDOMINIUMS AT
WATERSIDE VILLAGE, LLC**


By: Richard Olson, President of
Olson & Associates of NW Florida,
Inc., Authorized Member

**COTTAGES AT WATERSIDE
VILLAGEOWNERS
ASSOCIATION, INC.**


By: Shannon Howell, President

[Notarization on following page.]

STATE OF FLORIDA
COUNTY OF Okaloosa

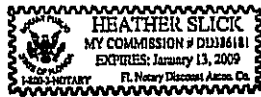
The foregoing instrument was acknowledged before me this 29 day of September, 2005, by Richard Olson, President of Olson & Associates of NW Florida, Inc., on behalf of Condominiums At Waterside Village, LLC. Such person is personally known to me or presented his/her current Florida driver's license as identification.



Heather Slick
NOTARY PUBLIC
NOTARY SEAL
My Commission Expires:
January 13, 2009

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 29 day of September, 2005, by Shannon Howell, as President of Cottages At Waterside Village Owners Association, Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me or presented his/her current Florida driver's license as identification.



Heather Slick
NOTARY PUBLIC
NOTARY SEAL
My Commission Expires:
January 13, 2009

EXHIBIT "1"

PARCEL 1: Commence at the Southeasterly corner of Lot 10, Block 3, Mexico Beach Unit No. 6 according to the Official Plat thereof as recorded in Plat Book 7, Page 75, in the Public Records of Bay County, Florida, and thence go South 60°22'00" West for a distance of 361.30 feet; thence go South 33°56'52" (per Deed) 00" West for 119.00 feet to the Northeasterly corner of Lot 2, Block 3, Mexico Beach Unit No. 6; thence go South 56°08'00" East for a distance of 100.00 feet for the Point of Beginning, from said Point of Beginning go North 33°52'00" East for a distance of 100.00 feet; thence go South 56°08'00" East for a distance of 50.00 feet; thence go South 33°52'00" West for a distance of 100.00 feet; thence go North 56°08'00" West for a distance of 50.00 feet to the Point of Beginning. Said parcel of land lying and being in Section 23, Township 6 South, Range 12 West, Bay County, Florida.

PARCEL 2: Commence at the Northwest corner of Fractional Section 23, Township 6 South, Range 12 West, and extend a line South 45°25'10" East for 779.17 feet; then turn 74°14' right for 147.05 feet; then turn 58°26'50" left for 177.0 feet; then turn 90°00' right for 8.29 feet; then turn 90°00' left for 90.00 feet to the Point of Beginning. From this Point of Beginning continue the line last described above for 150.0 feet; then turn 90°00' right for 101.9 feet; then turn 26°30' left for 184.2 feet; then turn 90°00' right for 150.0 feet; then turn 90°00' left for 100.00 feet; then turn 90°00' right for 100.0 feet; then turn 90°00' right for 119.0 feet; then turn 26°30' right for 361.3 feet to the Point of Beginning. This parcel of land is in the Northwest Quarter of Fractional Section 23, Township 6 South, Range 12 West, at Mexico Beach, Bay County, Florida, according to an official plat thereof on file in the Office of the Clerk of the Circuit Court, Bay County, Florida.

PARCEL 3: Lots 1 and 2, Block 3, Mexico Beach Unit No. 6, as per plat thereof on file in the Office of the Clerk of Circuit Court, Bay County, Florida.

EXHIBIT 2

Site Plan with Shared Facilities

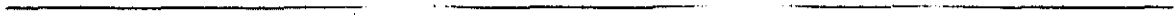


EXHIBIT E

(ARTICLES OF INCORPORATION)



**ARTICLES OF INCORPORATION
OF
COTTAGES AT WATERSIDE VILLAGE OWNERS ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Cottages at Waterside Village to be recorded in the public records of Bay County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I - NAME

The name of the corporation is Cottages at Waterside Village Owners Association, Inc., hereinafter referred to as the "Waterside Association."

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Waterside Association is:

Derrick Bennett
Harrison, Rivard, Zimmerman & Bennett, Chtd.
101 Harrison Avenue
Panama City, Florida 32401

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Waterside Association shall be located at 3306 U.S. Hwy. 98, Mexico Beach, Florida, 32410; but the Waterside Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Executive Board.

ARTICLE IV - PURPOSE AND POWERS

The Waterside Association does not contemplate pecuniary gain or profit to its members ("Members"). The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes and to provide for the maintenance, preservation and use of those tracts of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Waterside Association, who shall be the owners of the Units at Waterside. For such purposes, the Waterside Association shall have and exercise the authority and powers to have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise, and to perform all of the duties and obligations of the Waterside Association as set forth in the Declaration (which is incorporated herein by this reference as if set forth in detail), as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws.

All of the Waterside Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Waterside Association shall inure to the benefit of any individual Member or any other person. The Waterside Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Waterside Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Waterside Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Executive Board shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE V - MEMBERSHIP

(1) Every person or entity who is record owner of a fee or undivided fee interest in any Unit or Parcel, including owners of the Developer, Cottages at Waterside Village, LLC, a Florida Limited Liability Company, ("Declarant") and contract sellers, shall be Members of the Waterside Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Parcel that is subject to assessment by the Waterside Association.

(2) The transfer of the membership of any Unit shall be established by the recording in the public records of Bay County of a deed or other instrument establishing a transfer of record title to any Units for which membership has already been established and the payment of the Real Estate Transfer Assessment, in the manner more fully set forth in the Declaration. Upon such recordation and payment of the Real Estate Transfer Assessment, the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Waterside Association shall not be obligated to recognize such a transfer of membership until such time as the Waterside Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Unit and the payment of the Real Estate Transfer Assessment. It shall be the responsibility and obligation of the former and new owners of the Unit to provide such copy to the Waterside Association.

(3) The interest of a Member in the funds and assets of the Waterside Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit owned by such Member.

ARTICLE VI - VOTING RIGHTS

The association will have two classes of voting members, which are defined as follows:

Class A. Class A members will include all owners with the exception of the Declarant. Class A members will be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit all of those persons will be members. The vote for such Unit will be exercised as such members determine among themselves, but in no event will more than one vote be cast with respect to any Unit owned by Class A members.

Class B. The Class B member will be the Declarant. The Declarant will be entitled to ten votes for each lot owned. The Class B membership will cease and be converted to Class A membership as provided in the Declaration or by Florida law.

ARTICLE VII - EXECUTIVE BOARD

(1) The affairs of this Association shall be managed by an Executive Board, who shall be Members of the Association, provided, however, that until expiration of the Declarant Control Period, the Directors need not be Members of the Association. The names and address of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Rick Olson	4300 Legendary Drive Destin, FL 32541
Rupert Phillips	4300 Legendary Drive Destin, FL 32541
Shannon Howell	4300 Legendary Drive Destin, FL 32541

(2) Declarant Control Period.

(a) Subject to the terms and conditions of paragraph 2(b) below, but notwithstanding anything else to the contrary contained in the Declaration or in any other Waterside Association Document, Declarant shall have the exclusive right to appoint and remove all Officers and Directors during the Declaration Control Period. The term "Declarant Control Period" means the period commencing on the date on which Declarant forms the Waterside Association and ending on the date that is the earlier of (i) three months after ninety percent (90%) of the Units in Waterside that will ultimately be operated by the Waterside Association have been conveyed to owners, (ii) or 10 years after the date of recording of this Declaration. At the expiration of the Declarant Control Period (i) the Directors shall be elected in the manner set forth herein and the Bylaws.

(b) Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Waterside Association or the Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(3) Number of Directors.

(a) The Executive Board shall consist of at least three Directors.

ARTICLE VIII - 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. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Waterside Association may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the Members. Upon dissolution of the Waterside Association, other than incident to a merger or consolidation, the assets of the Waterside Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Waterside Association as created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X - OFFICERS

Subject to the direction of the Executive Board, the affairs of this Waterside Association shall be administered by its officers, as designated in the Bylaws of this Waterside Association. Said officers shall be elected annually by the Executive Board. The names and addresses of the officers who shall serve until the first annual meeting of the Executive Board are:

<u>Name and Title</u>	<u>Address</u>
Shannon Howell President	4300 Legendary Drive Destin, FL 32541
Wade Howell Vice President	4300 Legendary Drive Destin, FL 32541
Kathleen Cano Treasurer	4300 Legendary Drive Destin, FL 32541
Lucy Kisela Secretary	4300 Legendary Drive Destin, FL 32541

ARTICLE XI - BYLAWS

The Bylaws of this Waterside Association shall be adopted by the first Executive Board, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII - AMENDMENTS

Until expiration of the Declarant Control Period, Declarant reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any owner, Member or institutional Mortgagee. Thereafter, the Waterside Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of owners of eighty percent (80%) of the votes of all Units or the approval of persons holding eighty percent of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After expiration of the Declarant Control Period, the consent of any institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such institutional Mortgagees, and such consent shall be obtained in accordance with the

terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII - INDEMNIFICATION

This Waterside Association shall indemnify any and all of its directors, officers, employees or agents, or former directors 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 appeals thereof, to which any such person 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 be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Waterside Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

Derrick Bennett
101 Harrison Avenue
Panama City, Florida, 32401

[Remainder of page left intentionally blank]

For the purpose of forming this Waterside Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this _____ day of _____, 2005.

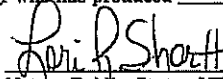


Derrick Bennett

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this 29th day of September, 2005, by Derrick Bennett, who is personally known to me or who has produced _____ as identification.



Notary Public, State of Florida
Print Name: LORI R. Shortt
My Commission Expires: 11/15/2009
Commission Number: DD0453110



**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Cottages at Waterside Village Owners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in Panama City Beach, County of Bay, State of Florida, has named Derrick Bennett, located at 101 Harrison Avenue, Panama City, Florida, 32401, as its agent to accept service of process within Florida.

Shannon Howell

Date: _____

9-29-05

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

Derrick Bennett

Date: _____

EXHIBIT F

(BYLAWS)

BYLAWS
OF
COTTAGES AT WATERSIDE VILLAGE OWNERS ASSOCIATION, INC.
A Non-Profit Florida Corporation

ARTICLE I. IDENTITY

These are the Bylaws of COTTAGES AT WATERSIDE VILLAGE OWNERS ASSOCIATION, INC., (hereinafter "the Association"), a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of providing for the operation, benefit, maintenance and control of the Cottages At Waterside Village (the "Development"), and is, with regard to such development, the legal entity created pursuant to, Florida law.

1.1 Principal Office.

The principal office of the Association shall be at 3306 U.S. Hwy. 98, Mexico Beach, Florida, 32410, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year.

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

1.3 Seal.

The seal of the Association shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

1.4 Definitions.

For convenience, these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; and the Declaration of Covenants and Restrictions for the cottage as the "Declaration." The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in Florida Statutes Chapter 720.301, The Homeowners Act (the "Act"), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires. Throughout these Bylaws cottage owner shall refer to the cottage or parcel owner in the Development.

ARTICLE II. MEETINGS

2.1 Annual Meeting.

The annual meeting of the members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings.

Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 50% of the members of the Association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting, and business conducted at any special meeting shall be limited to the matters stated in the notice for it.

2.3 Notice of Annual Meeting.

Written notice of the annual meeting shall be mailed to each cottage owner not less than 14 and no more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Development property at least 14 continuous days before the annual meeting. The post office certificate of mailing shall be retained as proof of the mailing. Cottage owners may waive notice of the annual meeting. All written notices of meetings must include an identification of agenda items to be addressed at the meeting.

2.4 Notice of Special Meetings, Generally.

Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than 10 and no more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or

the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Quorum.

A quorum at meetings of members shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership, both Class A and Class B. In determining whether a quorum is present, limited and/or general proxies may be counted as voting interests present.

2.6 Voting.

(a) Number of Votes.

Subject to the specific limitations on voting as stated in the Declaration and Articles, in any meeting of members, the owners of cottages shall be entitled to cast one vote for each cottage owned. The vote of a cottage is not divisible. The Developer however shall have the additional votes as specified in the Articles.

(b) Majority Vote.

The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all cottage owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage of vote, in which case that larger percentage shall control.

2.7 Membership - Designation of Voting Member.

Persons or entities shall become members of the Association on the acquisition of fee title to a cottage. Membership shall be terminated when a person or entity no longer owns a cottage. If a cottage is owned by more than one natural person, any record owner of the cottage may vote in person or by proxy, provided that there shall be no more than one vote per cottage. In the case of conflict among the owners of a cottage, the name listed on the voting certificate for that cottage shall be the controlling owner for voting purposes. Ballots may be cast for cottages owned by corporations or partnerships by a president, vice president, a partner, or any other person

designated in a written certificate filed with the Secretary of the Association and signed by a president or vice president of a corporation or a partner of a partnership.

2.8 Proxies.

Votes may be cast in person or by general or limited proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him.

Each proxy shall contain the date, time and place of the meeting for which the proxy is given. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the cottage owner executing it. The proxy shall be signed by the cottage owner or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned herein, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given.

2.9 Waiver of Notice.

Cottage owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.10 Minutes of Meetings.

The minutes of all meetings of cottage owners shall be kept in a book available for inspection by cottage owners or their authorized representatives, and board members at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven years. Cottage owners and their authorized representatives shall have the right to make handwritten notations from the minutes.

2.11 Order of Business.

The order of business at annual meetings of members and as far as practical at other members' meetings shall be:

- (a) Call to order
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case he shall preside
- (c) Calling of roll, certifying of proxies, determination of a quorum
- (d) Proof of notice of the meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
- (g) Reports of committees
- (h) Appointment of inspectors of election
- (i) Determination of number of directors
- (j) Election of directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

2.12 Tape Recording/Video Tape.

Any cottage owner may tape record or video tape a meeting of the cottage owners subject to the reasonable rules adopted the Association.

2.13 Developer

Until the Developer, COTTAGES AT WATERSIDE VILLAGE, L.L.C., it's successors or assigns or any subsequent developer elects to terminate its control of the Association as described in the Declaration, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. Prior to transfer of control, the Developer also reserves the right to chair or designate a representative to chair meeting(s) of members.

ARTICLE III. DIRECTORS

3.1 Number and Qualifications.

The affairs of the Association shall be managed initially by a board of three directors selected by the developer. When cottage owners other than the developer are entitled to elect a majority of the directors, the Board shall be composed of any odd number of directors that the cottage owners may decide. The number of directors, however, shall never be less than three. Other than those selected by the developer, directors must be either cottage owners;

officers of a corporate cottage owner; or partners of a partnership cottage owner. No director (except those selected by the developer) shall continue to serve on the Board after he ceases to be a cottage owner.

3.2 Election of Directors.

Directors shall be elected at the annual meeting of members by a plurality of the votes cast. The members of the Board of Directors shall be elected by written ballot or voting machine. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3.3 Term.

Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members, however, at any annual meeting after the developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

3.4 Vacancies.

Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining directors. Any director elected to fill a vacancy shall hold office only until the next election of directors by the members; irrespective of the length of the remaining term of the vacating director.

3.5 Removal.

Any director, except those selected by the developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all cottage owners. A special meeting of the cottage owners to recall a member or members of the Board of Directors may be called by 50% of the cottage owners giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. The procedures for recall and the appointment of new members shall be in accordance with Florida law.

3.6 Disqualification and Resignation.

Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. The resignation, removal or withdrawal of board members shall be controlled and in accordance with Florida law. In order to serve on the Board of Directors, you must own a Cottage.

3.7 Organizational Meeting.

The organizational meeting of a newly elected Board of Directors shall be held within ten days of their election at a place and time that shall be fixed by the directors at the meeting at which there were elected and without further notice, except notice to cottage owners required by the Act.

3.8 Regular Meetings.

The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Development property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings.

Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice President, and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Development property at least 48 continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice.

Any director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving

of notice. Attendance by any director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum.

A quorum at the meetings of the directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles or these Bylaws.

3.12 Adjourned Meetings.

If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted with proper notice as required by law.

3.13 Meetings Open to Members.

Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all cottage owners. Any cottage owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Division shall adopt reasonable rules governing the tape recording and video taping of the meetings. The Association may adopt reasonable rules governing the frequency, duration and manner of cottage owners' statements.

3.14 Presiding Officer.

The presiding officer at board meetings shall be the President or, in his absence, the Vice President, and in his absence, the directors present shall designate any one of their number to preside.

3.15 Minutes of Meetings.

The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by cottage owners or their authorized representative and board members at any reasonable time.

3.16 Compensation.

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.17 Order of Business.

The order of business at meetings of directors shall be:

- (a) Calling of roll
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.18 Election of Directors by Cottage Owners Other Than Developer.

The developer is entitled to elect at least one member of the Board of Directors as long as the developer holds for sale in the ordinary course of business at least one of the cottages that ultimately will be operated by the Association. The turnover of the Association shall be conducted in accordance with Florida law.

ARTICLE IV. POWERS AND DUTIES
OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval by cottage owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management and Operation of the Development Property.

The Association shall adopt reasonable rules for the operation and maintenance of the Development property. All specifications adopted by the Board shall comply with applicable building code.

4.2 Contract, Sue or Be Sued.

After control of the Association is obtained by cottage owners other than the developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all cottage owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the cottage owners have elected a majority of the members of the Board of Directors.

4.3 Right of Access of Cottages.

The Association has the irrevocable right of access to each cottage during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another cottage or cottages.

4.4 Make and Collect Assessments. See Article IV of the Declaration.

4.5 Maintain, Repair and Replace the Common Elements. See Article IV of the Declaration.

4.6 Lien and Foreclosure for Unpaid Assessments.

The Association has a lien on each cottage parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. See Article VIII of the Declaration.

4.7 Modify Easements.

The Association, without the joinder of any cottage owner, may modify or move any easement for ingress or egress or for utilities purposes if the easement constitutes part of or crosses the Development property.

4.8 Purchase of Land or Recreation Lease.

The Association has the power to acquire title to property or otherwise hold, convey, lease, and mortgage Association property for the use and benefit of its members on the approval of 75% of the cottage owners of the Association. The power to acquire personal

property shall be exercised by the Board of Directors.

4.9 Acquire Use Interest in Recreational Facilities.

The Association may enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas or other recreational facilities, whether contiguous to the Development property or not if: (a) they are intended to provide enjoyment, recreation or other use or benefit to the cottage owners and (b) if they exist or are created at the time the Declaration was recorded, they are fully stated and described in the Declaration.

4.10 Authorize Certain Amendments.

If it appears that through a drafter's error in the Declaration that the common elements, common expenses or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the cottage owners. No cottage owners except those directly affected must join in the execution of the amendment.

4.11 Adopt Rules and Regulations.

The Association may adopt reasonable rules and regulations of the common elements and recreational facilities serving the cottage.

4.12 Maintain Official Records.

The Association shall maintain the official records of the Association which are more specifically delineated in §720.

4.13 Obtain Insurance.

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements.

4.14 Furnish Annual Financial Reports to Members.

The Association shall furnish the financial reports and other documents to the cottage owners, as required by §718.111(13).

4.15 Give Notice of Liability Exposure.

If the Association may be exposed to liability in excess of

insurance coverage in any legal action, it shall give notice of the exposure to all cottage owners, who shall have the right to intervene and defend.

4.16 Provide Certificate of Unpaid Assessment.

Any cottage owner, mortgagee or other record lienholder has the right to require from the Association a certificate showing the amount of unpaid assessments respecting the owner's cottage.

4.17 Pay the Annual Fee to any appropriate State Agency.

4.18 Contract for Maintenance and Management of the Development.

4.19 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.20 Pay Costs of Utilities Services Rendered to the Development and Association Property and Not Billed Directly to Individual Owners.

4.21 Employ Personnel.

The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Development property and may retain those professional services that are required for those purposes.

4.23 Impose Fines.

Pursuant to Florida law, the Board of Directors may impose reasonable fines against the cottage for the failure of the owner of the cottage, or its occupant, licensee or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. The fine will become a lien against a cottage. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the cottage owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other cottage owners. If the committee does not agree with the fine, the fine may not be levied.

4.24 Repair or Reconstruct Improvements After Casualties.4.25 Lien for Labor and Materials Furnished to the Common Elements.

ARTICLE V. OFFICERS

5.1 Executive Officers.

The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary. The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President.

The President shall be the Chief Executive Officer of the Association. He shall have all the powers and duties that usually are vested in the office of president of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate. He shall preside at all meetings of the Board.

5.3 Vice President.

The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary.

The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by

law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

5.5 Treasurer.

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation.

The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Development.

ARTICLE VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds according to good accounting practices by accounts and expenses classifications and according to Florida law.

6.2 Alternative Budget Adoption by Members.

At its option, for any fiscal year, the Board of Directors may propose a budget to the cottage owners at a meeting of cottage owners or in writing. If the proposed budget is approved by the cottage owners at the meeting or by a majority of all cottage owners in

writing, the budget shall be adopted.

ARTICLE VII. ASSESSMENTS AND COLLECTION

7.1 Assessments Generally. The making and collection of assessments against Owners for Common Expenses shall be pursuant to these By-Laws and subject to the following provisions:

7.2 Share of Common Expenses. Each Owner shall be liable for a proportionate share of the Common Expenses and shall share in the common surplus, such share being the same as the undivided share in the Association appurtenant to his cottage as set forth in Article X of the Declaration.

7.3 Share of Shared Common Area Expenses. Each Owner shall be liable for a proportionate share of the Common Expenses associated with the right to use the swimming pool and pool deck facilities of Condominiums At Waterside Village. The Association will pay, upon receipt of invoice from the Condominiums At Waterside Village Community Association, twenty-seven percent (27%) of a shared expense budget for expenses relating to use of the swimming pool, including but not limited to swimming pool and pool deck maintenance, utilities and supplies.

7.4 Interest; Application of Payment. Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon accounts shall be first applied to interest and then to the assessment payment first due.

7.5 Lien for Assessments. There shall be a lien for unpaid assessments as set forth in Article XI of the Declaration. No Owner may sell or convey his interest in a cottage unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner.

7.6 Special Assessments. Assessments for common expenses for emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board of Directors after 30 days notice given to the cottage owners. These assessments shall be paid at the times and in the manner that the Board of Directors may require in the notice of assessment. Upon completion of such emergency assessment, any excess funds will be considered common surplus and may, at the

discretion of the Board, either be returned to the cottage owners or applied as credit toward future assessments. In addition, the Association shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owner(s) for the repair or replacement of damage to any portion of the Common Area caused by the misuse, negligence or other action or inaction of an Owner or his guests, invitees or agents. All special assessments shall be subject to all of the provisions of the Declaration, including the right to lien, foreclose, and all other similar action.

7.7 Liability for Assessments.

Each cottage owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the cottage owner. The cottage owner and his grantee shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title to the cottage by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed.

7.8 Assessments, Amended Budget.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

ARTICLE VIII. COMPLIANCE AND DEFAULT

8.1 Violations, Notice, Actions.

Each cottage owner, tenant and other invitee shall be governed by and shall comply with the provisions of the Act, the Declaration, the documents creating the Association, and these Bylaws which shall be deemed expressly incorporated to any lease of a cottage. In the case of violation (other than nonpayment of assessments) by a cottage owner, tenant or invitee, of any of the provisions of the Act, Declaration, Articles or Bylaws, the Association may file an action for damages or for injunctive relief or for both for failure to comply with the provisions thereof. A cottage owner may bring an action against the Association for damages, injunctive relief or both, if the

Association fails to comply with the provisions of the Act, the Declaration, the Articles or Bylaws.

8.2 Attorneys' Fees.

In any action brought pursuant to the provisions of 8.1, the prevailing party is entitled to recover reasonable attorneys' fees.

8.3 No Waiver of Rights.

Neither a cottage owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a cottage owner or the purposes of the provision, except that cottage owners or Board members may waive notice of specific meetings in writing.

ARTICLE IX. ARBITRATION OF INTERNAL DISPUTES

Internal disputes arising from the operation of the cottages among owners, the Association, their agents and assigns, will be resolved in accordance with the mediation/arbitration provisions of the American Arbitration Association. The prevailing party in arbitration may be awarded costs and attorneys' fees.

ARTICLE X. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the cottage during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

ARTICLE XII. PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles or these Bylaws.

ARTICLE XIII. RULES AND REGULATIONS

The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements and recreational facilities serving the cottage.

ARTICLE XIV. PRIORITIES IN CASE OF CONFLICT

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

- (a) The Declaration
- (b) The Articles
- (c) The Bylaws
- (d) The Rules and Regulations

ARTICLE XV. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

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

15.1 Adoption.

An amendment may be proposed either by a majority of the Board of Directors or by not less than one-third of the members of the Association, both Class A and Class B. The amendment shall be adopted if it is approved either by: (a) not less than a majority of the votes of the entire membership of the Association and by not less than two-thirds of the Board of Directors; or (b) by not less than 75% of the votes of the entire membership of the Association, both Class A and Class B.

15.2 Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws. The certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county. An amendment by the developer must be evidenced in writing, but a certificate of the Association's officers is not required.

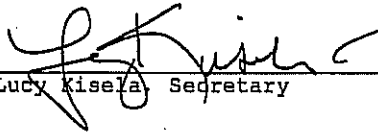
15.3 Format.

Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER _____ FOR PRESENT TEXT."


The foregoing was adopted as the Bylaws of COTTAGES AT WATERSIDE VILLAGE OWNERS ASSOCIATION, INC., on this 24 day of September, 2005.

COTTAGES AT WATERSIDE VILLAGE
OWNERS ASSOCIATION, INC.

ATTEST:



Lucy Kiseka, Secretary

By: 

Shannon Howell, President

EXHIBIT F
Common Area Agreement

COMMON AREA AGREEMENT

COMES NOW, The Cottages at Waterside Village, L.L.C., hereinafter referred to as "Declarant", hereby grants unto the Cottages at Waterside Village Owners Association, Inc., a Florida not-for-profit-corporation, hereinafter referred to as the "Association," the right and privilege of using, subject to the restrictions, reservations and covenants set forth herein, for the purposes for which it is intended, the following described property:

COMMON AREA

The real property located in Bay County, Florida, more particularly described on and made a part hereof as Exhibit "A", together with the paved driveways, parking areas, walkways, decks, common side and front, side and back yard areas, and related improvements, utilities and such other recreational or other commonly used improvements as Declarant and the Association may from time to time construct thereon (the "Common Area"). This Agreement shall be binding on all the parties, their successors and assigns and shall run with the land to include the Common Area and the Total Property which is described in the attached Exhibit "B".

The purposes for which the Common Area is intended is to provide ingress and egress, streets, parking facilities, utilities and other commonly used facilities, for the use, benefit and enjoyment of the owners of residences which are now or hereafter made a part of the development known as COTTAGES AT WATERSIDE, and such other persons as may be, from time to time, granted similar use rights and privileges pursuant to this Agreement. The terms set forth in this agreement shall have the same meaning as set

forth in the Declaration of Covenants and Restrictions of COTTAGES AT WATERSIDE, (hereinafter "Declaration"), unless the context in which determines the use clearly requires otherwise. The Common Area as designated above shall include only the real property referenced therein.

Restrictions

1. The above-described use rights and privileges shall be held in trust by the Association for the use, benefit and enjoyment of all members of the Association.

2. The Association shall not cause or allow any person other than the Declarant, its agents, successors, assigns and designees to make any alternations or improvements to the Common Area without the express prior written consent of the Declarant during the development period of COTTAGES AT WATERSIDE. The "Development Period" shall be that time period as specified in the Declaration.

3. The Association shall not allow any exercise of the above-described use rights and privileges for purposes other than that for which they are intended. During the Development Period of COTTAGES AT WATERSIDE, the Declarant's good faith determination of whether these Restrictions have been violated shall be final and binding on all parties to and beneficiaries of this Agreement. After the Development Period of COTTAGES AT WATERSIDE, the Association's good faith determination of whether these

Restrictions has been violated shall be final and binding on all parties to and beneficiaries of this Agreement.

4. The Association shall not allow any person to damage, injure or destroy any of the Common Area.

5. The Association shall promulgate and enforce such regulations governing the exercise of the above-described use rights and privileges as may be necessary or desirable to assure compliance with this Agreement.

6. The Association shall not allow any exercise of the above-described use rights and privileges which, in the opinion of the Declarant, interferences with the construction, sales, management or other development efforts of the Declarant.

7. The Association shall not assign, transfer, hypothecate or otherwise encumber the use rights or privileges granted herein.

RESERVATIONS

8. The Declarant reserves unto itself all rights, title and privileges appurtenant to the Common Area, or interest therein, which are not granted herein to the Association, including, but not limited to the following:

(a) The right and privilege of granting similar use rights and privileges to persons who may, from time to time, become members of the Association and who may own residences in any portion of the property described as COTTAGES AT WATERSIDE.

(b) The right and privileges of expanding, altering, or improving the Common Area shall be subject and interpreted in accordance with this Agreement, the Declaration and By-laws of Association.

(c) The right and privilege of using the Common Area in any manner which, in the opinion of the Declarant, may assist the construction, sales, management, or other development efforts of the Declarant, including but not limited to, maintenance of sales offices, models, or display areas, the showing of all or any portion of COTTAGES AT WATERSIDE and the display of signs.

(d) If the Association fails to promulgate or enforce regulations which, in the opinion of the Declarant, are sufficient to assure compliance with all regulations, then the Declarant shall have the right and privilege, of promulgating and enforcing such regulations.

(e) The right and privilege of granting such easements as may be necessary or desirable, in the Declarant's sole discretion, for the development of COTTAGES AT WATERSIDE, including but not limited to utility easements, road and other ingress and egress easements, or other easements for the provision of services or facilities to COTTAGES AT WATERSIDE.

(f) The right and privilege of the Declarant, its successors or assigns, to a non-exclusive, permanent and perpetual easement over the Common Area as may be from time to time necessary or convenient for the use and enjoyment of property owned by the Declarant, its tenants, guests, invitees, successors or assigns.

(g) The Declarant, its successors or assigns, specifically reserves a permanent and perpetual ingress and egress easement over and across all streets, decks, roads, and pathways, located within the Common Area, for use by Declarant, or for any guests, invitees, tenants, successors or assigns of Declarant and states that this easement shall run with the land and be binding on each owner in COTTAGES AT WATERSIDE and the Association.

9. All rights and privileges reserved to the Declarant shall be freely assignable by the Declarant and shall inure to the benefit of its successors and assigns.

COVENANTS

10. The Declarant covenants to pay all costs incurred in originally acquiring the Common Area or originally constructing the improvements thereon, and no costs shall be incurred by the Association for any individual facility until such facility is, in the opinion of the Declarant, completed and available for use.

11. The Association shall assume all responsibility and liability for the costs incurred in operating, maintaining, insuring or improving the Common Area. In consideration for the granting of the use rights and privilege by the Declarant to the Association of the Common Area, the Association shall pay for the costs specified below, and any other costs reasonably related thereto, on behalf of Declarant. In the event the Association fails to pay these costs, the Declarant may assume the obligation of paying the costs on behalf of the Association. In the event the Declarant pays the costs, the Association covenants to pay the Declarant, in advance, on a quarterly basis, the costs estimated and adjusted from time to time, which shall include, but not necessarily be limited to, the following:

- (a) Taxes: Any and all taxes levied or assessed at any and all times by all tax authorities, including all taxes, charges, assessments, impositions, liens for public improvements, special charges, and in general, all taxes or tax liens which may be assessed against the Common Area, including all interest, penalties and other charges which may accrue thereon.
- (b) Utility Charges: All charges levied for utilities on the Common Area, whether they are supplied by a public or private firm, including all charges for

water, gas, electricity, telephone, power, cable television and any other type of utility, or any other type of service charge for services which are in the nature of a utility.

(c) Liability Insurance: All premiums for a policy or policies of insurance in the form generally known as public liability or owners landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Common Area of the improvements and buildings which may, from time to time, be located thereon, or for any other risk insured against by such policies with limits of liability in amounts not less than those required by the Declaration. All such policies will name the Association, its members and the Declarant as named insured.

(d) Fire, Windstorm, Flood and Other Casualty Insurance: The premiums for a policy or policies of insurance to keep insured any and all buildings, improvements now located or which may hereafter be located upon the Common Area for protection against loss or damage caused by or resulting from fire,

windstorm, flood, or other casualty in an amount equal to the maximum insurable replacement value. All policies issued and renewals thereof shall be payable in the event of loss jointly to the Association, its members, mortgagees holding mortgages on individual residences in any residence operated by the Association and the Declarant as their interest may appear. The Association shall have the responsibility for reconstruction repair of the damaged property. If the proceeds for repair are insufficient, the Association may assess the resident owners. The Declarant shall not be required to provide any additional sums of money should a deficiency of proceeds occur, except to the extent that the Declarant, as an owner of the residences, shall pay the amounts assessed to his residence, if any.

- (e) Maintenance and Repair. All expenses incurred in keeping and maintaining buildings or portions of buildings, decks, seawalls, patio areas, walkways, gardens, landscaping, roads, parking areas, fixtures and improvements which may at any time be situated upon the Common Area and all appurtenances thereto in good substantial repair and a clean and

sanitary condition in conformity with all requirements imposed by law.

(f) Employees and Materials: The expenses of hiring such employees and purchasing such equipment and materials as may be needed to provide for the management and supervision of the Common Area and improvements located thereon.

12. The Association has a lien on each residence at COTTAGES AT WATERSIDE for any unpaid assessments, with interest and reasonable attorney's fees incurred by the Association incident to the collection of the assessment or the enforcement of the lien. All costs referenced herein shall be the common expenses of the Association and a lien of the Association, which secures the payment of assessments, including said costs, which shall be subject to the Declaration with regard to liability, perfection, collection, foreclosure and subordination of the liens to mortgage holders.

If, for any reason, the Association shall fail to collect the assessments and pay the costs referenced in this Agreement, the Declarant shall have the right to collect said costs from the Association and its members; in that event, the Declarant shall have a lien upon the Common Area and each Residence at COTTAGES AT WATERSIDE for any of said unpaid costs with interest and reasonable attorney's fees incurred by the Declarant incident to the

collection of said costs or the enforcement of the lien. This lien of the Declarant shall not be effective until the recordation of a Claim of Lien executed by the Declarant in the public records of Bay County, Florida, which describes the property against which said lien is claims, the name of the record owner thereof, and the amount of the claim and date when due. Said lien may be foreclosed in the manner provided by law and shall at all times be subordinate and inferior to any first mortgages of any institution mortgages filed prior to the recordation of the Declarant's lien as provided hereunder.

13. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the expenses as set forth in this Agreement, up to the time of the conveyance, without prejudice to any right to the grantee may have to recover from the grantor the amounts paid by the grantee.

14. The liability for assessments may not be avoided by waiver of the use or enjoyment of the common area or by abandonment of the common area and/or residence for which the assessments are made.

15. The Declarant, during the Development Period of COTTAGES AT WATERSIDE, and the Association thereafter, has a lien on each residence for any unpaid assessments with interest and reasonable attorney's fees incurred by the Declarant or the Association

incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a Claim of Lien in the public records of Bay County, stating the description of the residence, the name of the record owner, and the amount due and the due dates. The lien is in effect until all sums secured by it have been fully paid. The Claim of Lien includes only assessments which are due when the claim is recorded. A Claim of Lien must be signed and acknowledged by an officer or agent of the Declarant during the Development Period of COTTAGES AT WATERSIDE or the Association thereafter. Upon payment, the person making the payment is entitled to a satisfaction of the lien.

16. The Declarant, during the Development Period of COTTAGES AT WATERSIDE, or the Association thereafter, may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any Claim of Lien.

17. When the mortgagee of a first mortgage of record, or other purchaser, of a residence obtains title to the residence parcel as a result of foreclosure of the first mortgage, or as a result of the deed given in lieu of foreclosure of a first mortgage, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association or Declarant, which were attributable to the former residence owner

which became due prior to the acquisition of title by the mortgagee, unless the share is secured by a Claim of Lien for assessments that is recorded prior to the recording of the foreclosed mortgage. After gaining title, the mortgagee shall be responsible for all assessments on the residence as determined by the Association or Declarant, but at a minimum said mortgagee shall pay any and all assessments due after gaining title to the residence.

18. The Association, or in the alternative, Declarant shall provide a budget estimating the costs as stated in this Agreement. The budget shall be for no longer a period than twelve (12) months, and shall be provided to the residence owners least thirty (30) days prior to the date the first payment is due. The budget may be amended, or a new budget adopted, from time to time, as determined to be necessary or convenient by the Association or the Declarant. If the estimated payment in the budget is less than the amount of the actual cost incurred during the budget period, then the residence owners shall be assessed appropriately for the deficiency amount. At the conclusion of each calendar year, the Association and/or Declarant shall provide to the residence owners a written report summarizing the amount of the costs incurred in the upkeep of the Common Area. Upon receipt of a demand by the residence owners, all books and records relating to COTTAGES AT WATERSIDE,

relative to the amount of the costs paid by the Association to Declarant, shall be provided to the residence owners.

19. Upon conclusion of the Development Period or sooner, Declarant covenants to convey fee simple title to the Common Area, to the Association by Quit-Claim Deed, subject to the restrictions set forth in the Declaration, the restrictions and reservations of this Agreement, the restrictions, reservations, easements, and any and all other matters which are of public record, and the restrictions of the By-Laws and Articles of Incorporation. Such title shall not be subject to any mortgage of Declarant upon conveyance.

20. The Association covenants to accept the deed conveying fee simple title to the Common Area, when demanded by the Declarant, and to cause said deed to be recorded in the public records of Bay County, Florida, at the expense of the Association.

21. The Association covenants that no amendment shall be made to the Articles of incorporation or By-Laws of the Association, nor any other act performed or failed to be performed, that would abridge, limit or alter the rights reserved by or granted to Declarant, its successors or assigns, by this Agreement, the Declaration or the Articles of Incorporation or By-Laws.

22. From the date of the execution of this Agreement, the Association covenants to indemnify and save harmless the Declarant from any and all claims, suits, damages or causes of action arising

during the term of this Agreement for any personal injury, loss of life or damage to property sustained in or about the Common Area, or the improvements which may from time to time be located thereon, and all costs, attorney's fees, expenses and liabilities incurred in relation to the same, unless the same shall result solely from the gross negligence of the Declarant.

23. All of the reservations, restrictions and covenants contained herein shall run with the all of the land located within the Cottages at Waterside, including the Common Area and shall inure to the benefit of the Declarant and the Association and its members. The interest of each member of the Association in the Common Area is appurtenant to the owners residence, shall not be separated from it, and shall pass with title to the residence, whether or not separately described. No action for partition of the interests of the Declarant, the Association or the members in the Common Area shall lie.

24. Declarant reserves the right to file amendments to this Agreement and to the Declaration for the purpose of accomplishing the goal of completing the Cottages at Waterside Development. Any and all such amendments or any easement granted by the Declarant pursuant to the rights reserved herein need be signed and acknowledged only by the Declarant, and need not be approved by the Association, its members, the owners of residences served by the Common Area, by any lienors or mortgagees of any of the residences

served by the Common Area, or any other person, whether or not elsewhere required for an amendment.

25. As improvements are from time to time constructed on the Common Area, the Declarant warrants that the improvements will be constructed in a good and workmanlike manner and suited for the purpose for which they are intended, said warranty to commence on the date of substantial completion of the improvement and to terminate one (1) year thereafter. The warranty shall be conditioned upon routine maintenance being performed by the Association and its members. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.

26. In addition to any other method allowed by law, this Agreement may be amended from time to time by an instrument signed and acknowledged only by the Declarant and the Association, and need not be approved by the Association's members, the owners of residences served by the Common Area, any lienors or mortgagors of any of the residences served by the Common Area, or any other person, whether or not elsewhere required for an amendment.

27. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Agreement shall not affect the validity of the remaining portions. In the event there is any legal action involving this Agreement or the Declaration the prevailing party shall be entitled to recover attorneys fees and

costs. Any and all legal action shall be filed in Bay County, Florida.

IN WITNESS WHERE the parties have hereunto set their hand and seals on this, the 29 day of September, 2005.

DECLARANT:

Cottages at Waterside Village, L.L.C., a Florida limited liability company

By: Olson & Associates of NW Florida, Inc., a Florida corporation

[Signature]
Witness

By: [Signature]
Richard Olson, President

[Signature]
Witness

ASSOCIATION:

COTTAGES AT WATERSIDE VILLAGE OWNERS ASSOCIATION, INC. a Florida corporation

[Signature]
Witness

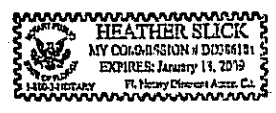
By: [Signature]
Shannon Howell, President

[Signature]
Witness

STATE OF Florida
COUNTY OF Okaloosa

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Richard Olson, as President of Olson & Associates of NW Florida, Inc. a Florida corporation as Managing Member of Cottages at Waterside Village, LLC, who is personally known to me or who produced _____ as identification, and who is known to me to be the person described in and who executed the foregoing instrument for the purposes therein expressed, on behalf of corporation.

WITNESS my hand and official seal In the County and State last aforesaid on this, the 29 day of September, 2005.



Heather Slick
NOTARY PUBLIC
Heather Slick
Printed Name
DD386181 Jan 13, 2009
Commission No. & Expiration

THIS INSTRUMENT PREPARED BY:
Harrison, Rivard, Zimmerman & Bennett, Chtd.
Derrick Bennett, Esquire
P.O. Box 2422
Panama City, FL 34202

EXHIBIT A
COMMON AREA AGREEMENT

DESCRIPTION: OVERALL PROPERTY FOR COTTAGES AT WATERSIDE VILLAGE

BEGIN AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 75 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (SAID IRON ROD ALSO LYING AND BEING ON THE EASTERLY RIGHT OF WAY LINE OF 34TH STREET, HAVING A 50 FOOT RIGHT OF WAY). THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY LINE OF THE EASTERLY HALF OF THAT PORTION OF SAID 50 FOOT RIGHT OF WAY FOR 34TH STREET AS VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472, FOR 25.00 FEET TO THE WESTERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY BOUNDARY LINE, FOR 64.00 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST, ALONG SAID SOUTHERLY BOUNDARY LINE, FOR 25.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF 34TH STREET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 36.00 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY); THENCE SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND CURVE WITH A RADIUS OF 11,509.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 42 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 344.40 FEET (CHORD OF SAID ARC BEING SOUTH 55 DEGREES 12 MINUTES 01 SECONDS EAST, 344.39 FEET) TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT (50 FOOT RIGHT OF WAY); THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT FOR 182.23 FEET TO A FOUND ONE HALF INCH IRON ROD AND CAP NO. 0732 MARKING THE SOUTHEASTERLY CORNER OF LOT 1, MEXICO BEACH UNIT NO. 10 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 28 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 55 DEGREES 07 MINUTES 08 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 1 FOR 100.00 FEET; THENCE SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST FOR 30.75 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON A CURVE CONCAVE TO THE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 11659.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 260.64 FEET (CHORD OF SAID ARC BEING NORTH 55 DEGREES 25 MINUTES 01 SECONDS WEST, 260.63 FEET); THENCE NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON THE SOUTHEASTERLY BOUNDARY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1893, PAGE 2303 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID SOUTHEASTERLY BOUNDARY FOR 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.01 ACRES, MORE OR LESS.

SUBJECT TO THE TIDAL WATERS OF A CANAL, QUIT CLAIMED TO THE BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 809, PAGE 600 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

EXHIBIT B
(COMMON AREA)



DESCRIPTION: OVERALL PROPERTY FOR COTTAGES AT WATERSIDE VILLAGE

BEGIN AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 75 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (SAID IRON ROD ALSO LYING AND BEING ON THE EASTERLY RIGHT OF WAY LINE OF 34TH STREET, HAVING A 50 FOOT RIGHT OF WAY), THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY LINE OF THE EASTERLY HALF OF THAT PORTION OF SAID 50 FOOT RIGHT OF WAY FOR 34TH STREET AS VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472, FOR 25.00 FEET TO THE WESTERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY BOUNDARY LINE, FOR 64.00 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID EASTERLY HALF; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST, ALONG SAID SOUTHERLY BOUNDARY LINE, FOR 25.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF 34TH STREET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 36.00 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY); THENCE SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING A POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND CURVE WITH A RADIUS OF 11,509.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 42 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 344.40 FEET (CHORD OF SAID ARC BEING SOUTH 55 DEGREES 12 MINUTES 01 SECONDS EAST, 344.39 FEET) TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 MARKING THE INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT (50 FOOT RIGHT OF WAY); THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 32ND COURT FOR 182.23 FEET TO A FOUND ONE HALF INCH IRON ROD AND CAP NO. 0732 MARKING THE SOUTHEASTERLY CORNER OF LOT 1, MEXICO BEACH UNIT NO. 10 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 28 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 55 DEGREES 07 MINUTES 08 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 1 FOR 100.00 FEET; THENCE SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST FOR 30.75 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON A CURVE CONCAVE TO THE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 11659.20 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 260.64 FEET (CHORD OF SAID ARC BEING NORTH 55 DEGREES 25 MINUTES 01 SECONDS WEST, 260.63 FEET); THENCE NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 200.80 FEET TO A SET 1/2 INCH IRON ROD & CAP NO. LB7137 ON THE SOUTHEASTERLY BOUNDARY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1893, PAGE 2303 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID SOUTHEASTERLY BOUNDARY FOR 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.01 ACRES, MORE OR LESS.

SUBJECT TO THE TIDAL WATERS OF A CANAL, QUIT CLAIMED TO THE BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 909, PAGE 600 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

less and except all that property described in the attached Exhibit B/2 through B/7

DESCRIPTION: UNIT NO. 3234 (LOT 1, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 16.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.86 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 7, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3232 (LOT 2, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 16.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.76 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 6 AND 7, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3230 (LOT 3, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 78.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 23.33 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 42.54 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 85.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 5 AND 6, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3228 (LOT 4, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 109.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 23.24 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 85.95 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 42.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 5, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3226 (LOT 5, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 140.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.48 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 4 AND 5, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3224 (LOT 6, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 171.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.38 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 4, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3222 (LOT 7, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 202.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.30 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 3 AND 4, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3220 (LOT 8, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 233.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.20 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 3, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3218 (LOT 9, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 264.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.11 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 2, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3216 (LOT 10, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 295.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 21.01 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOTS 1 AND 2, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3214 (LOT 11, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 326.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.92 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 1, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3212 (LOT 12, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 357.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.83 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF LOT 1, BLOCK 4, OF SAID MEXICO BEACH UNIT NO. 6, AND A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3210 (LOT 13, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 388.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.73 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3208 (LOT 14, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 419.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.64 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3206 (LOT 15, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 450.98 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.64 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 44.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3204 (LOT 16, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 485.43 FEET; THENCE RUN SOUTH 04 DEGREES 58 MINUTES 18 SECONDS EAST FOR 28.35 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 66.20 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 3202 (LOT 17, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN SOUTH 04 DEGREES 58 MINUTES 16 SECONDS EAST FOR 26.35 FEET; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 31.00 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 8.08 FEET; THENCE RUN SOUTH 56 DEGREES 03 MINUTES 27 SECONDS EAST FOR 7.80 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 15.90 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.80 FEET; THENCE SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 20.22 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 7.00 FEET; THENCE RUN SOUTH 33 DEGREES 56 MINUTES 33 SECONDS WEST FOR 22.00 FEET; THENCE RUN NORTH 56 DEGREES 03 MINUTES 27 SECONDS WEST FOR 18.20 FEET; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS EAST FOR 66.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.04 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 101-1 (LOT 18, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 2.77 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 15.90 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 44.20 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 7.00 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 27.50 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 32nd COURT (HAVING A 50 FOOT RIGHT OF WAY); THENCE RUN SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 18.20 FEET; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 76.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.

DESCRIPTION: UNIT NO. 101-2 (LOT 19, COTTAGES AT WATERSIDE VILLAGE)

COMMENCE AT A FOUND ONE HALF INCH IRON ROD AND CAP NUMBER LB 7137 MARKING THE MOST NORTHERN CORNER OF LOT 7, BLOCK 4, MEXICO BEACH UNIT NO. 6 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, AT PAGE 75, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID IRON ROD ALSO BEING ON A PORTION OF THE FORMER SOUTHEASTERLY RIGHT OF WAY LINE OF 34TH STREET (50 FOOT RIGHT OF WAY), SAID PORTION OF FORMER RIGHT OF WAY NOW BEING VACATED AND ABANDONED BY CITY OF MEXICO BEACH, FLORIDA ORDINANCE NO. 472; THENCE RUN NORTH 33 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG THE SAID FORMER SOUTHEASTERLY RIGHT OF WAY LINE, FOR 15.01 FEET; THENCE RUN SOUTH 55 DEGREES 53 MINUTES 02 SECONDS EAST FOR 465.43 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 33.77 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 15.90 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 25.20 FEET; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 53 SECONDS EAST FOR 76.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 32nd COURT (HAVING A 50 FOOT RIGHT OF WAY); THENCE RUN SOUTH 40 DEGREES 06 MINUTES 07 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 18.20 FEET; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 27.50 FEET; THENCE RUN NORTH 40 DEGREES 06 MINUTES 07 SECONDS EAST FOR 7.00 FEET; THENCE RUN NORTH 49 DEGREES 53 MINUTES 53 SECONDS WEST FOR 44.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND CONTAINING 0.03 ACRES, MORE OR LESS.