**IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT**
**IN AND FOR BAY COUNTY, FLORIDA**

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.,

Plaintiff,

v.

CHARLES DONOVAN SMITH; CLARA Y. PEASE; JOHN P. MILLER, JR.; EMERALD VIEW ASSOCIATION MANAGEMENT, LLC; ZACKARY LEE SHEWMAKER; and TERRI LYNN LESTER,

Defendants.

Case No. 2025-1311-CA

**DEFENDANTS CLARA Y. PEASE, JOHN P. MILLER, JR., AND EMERALD VIEW ASSOCIATION MANAGEMENT, LLC'S MOTION FOR SANCTIONS UNDER FLORIDA STATUTE § 57.105**

COME NOW, Defendants Clara Y. Pease ("Pease"), John P. Miller, Jr. ("Miller"), and Emerald View Association Management, LLC ("Emerald View") (collectively, the "Moving Defendants"), by and through undersigned counsel, and move this Honorable Court for sanctions against Plaintiff Laketown Wharf Resort Community Association, Inc. (the "Association") and Plaintiff's counsel under Florida Statute § 57.105 and, as applicable, the Court's inherent authority, and as grounds therefor state as follows:

**Factual and Procedural Background**

1. This action arises out of the Association's December 2021 purchase of the Club Property at Laketown Wharf Resort and four retail units for a combined $18,000,000, financed in part by a $20,000,000 loan from City National Bank approved by the membership in a series of meetings held on November 29, December 3, and December 24, 2021. The Association filed this action in 2025.

2. This is not the first time the Court has dismissed the core of the Association's pleading. On March 31, 2026, the Court entered its Order Granting in Part and Denying in Part Defendants' Motions to

Dismiss directed to the original Complaint, dismissing Count I (Civil RICO), Count II (Fraud), Count VI (Breach of Contract), Count VIII (Civil Conspiracy), Count IX (Unjust Enrichment), and Count XII (Declaratory Relief), all without prejudice and with leave to amend, and finding among other things that the alleged fraudulent incidents arose out of a single contract or transaction and therefore could not constitute a pattern of racketeering activity under Florida's Civil RICO statute. On August 31, 2026, this Court entered its Order Granting in Part and Denying in Part Defendants' Motions to Dismiss directed to the prior pleading. The Court dismissed then-Count II (Concealment) with prejudice on the Association's own concession. The Court dismissed then-Count VI (Breach of Contract) with prejudice as to Miller and Pease, expressly finding that the two complaints filed in this action and their exhibits "do not suggest the existence of additional facts that could be pleaded in good faith to establish individual contractual liability against Miller or Pease" and that "further amendment would be futile." The Court dismissed then-Count V (Breach of Contract against Shewmaker and Lester) for failure to plead facts sufficient for individual liability, granting ten days' leave to amend only if the Association "can allege in good faith facts sufficient to state a claim." The Court also struck the Association's punitive damages demand, which may not be repleaded absent leave of Court under section 768.72, Florida Statutes.

3. On September 10, 2026, the Association filed its Second Amended Complaint. The new pleading contains thirteen counts. As relevant here, it continues the fraud/suppression allegations against the Moving Defendants in Count I; pleads breach of fiduciary duty against Miller, Pease, and Emerald View in Count III; pleads breach of contract against Emerald View in Count V; negligence against Miller and Emerald View in Count VI; civil conspiracy against the Moving Defendants in Count VII; FDUTPA against Miller and Emerald View in Count X; adds a new constructive fraud claim against Pease and Emerald View in Count XI; and adds a new aiding and abetting breach of fiduciary duty claim against Pease in Count XIII. It also replaces the previously dismissed individual contract theory against Shewmaker and Lester with a claim under section 718.303 in Count IV. Yet the factual core remains the same: the Association continues to accuse the Moving Defendants of manipulating the 2021 meetings and vote, while identifying no fabricated ballot, and it now attempts to transform deeds recorded in the Bay County public records months

before the closing into a supposedly concealed benefit. The new pleading also treats the documentary stamp tax reflected on those deeds as establishing that the conveyances were made for no monetary consideration. These new labels do not supply the missing evidentiary basis.

4. In June 2026, the depositions of Randal "Randy" Bradshaw (the Association's president), Holly Bailey (the Association's former interim executive director), Heidi Jacobs (the Association's former administrative assistant who administered the MyHOAst voting platform), and Robert Freedman (the board certified condominium lawyer who drafted the recorded governing documents at issue) were taken in the companion case, Laketown Wharf Resort Community Association, Inc. v. LTW Lobby, LLC, et al., Case No. 2024-0822-CA (Fla. 14th Jud. Cir., Bay County), in which the Association presses related claims against affiliates of the Moving Defendants arising from the same course of events. The Association also pursued a 2026 lobby ejectment action and a DBPR material alteration petition, four Association proceedings in all. (Bradshaw Dep. 33:1-19.) Written discovery in this case is complete on the voting issue. That record, much of it the Association's own, is summarized below and is attached to this Motion.

5. The exhibits to this Motion are: Exhibit A, the Association's audited financial statements for the year ending December 31, 2025; Exhibit B, the deposition transcript of Randal Bradshaw; Exhibit C, the deposition transcript of Holly Bailey; Exhibit D, the deposition transcript of Heidi Jacobs; Exhibit E, the deposition transcript of Robert Freedman; Exhibit F, the Association's MyHOAst voting reports and audit trail for the November 29, 2021 vote (Bradshaw Dep. Exhs. 14, 15, 17, 18, 24); Exhibit G, the Association's responses to Defendant Pease's interrogatories and requests for production; Exhibit H, the November 11, 2021 written memorandum of condominium counsel John P. Townsend; Exhibit I, Mr. Townsend's December 21 and 22, 2021 emails prescribing the December 24, 2021 meeting procedure; Exhibit J, Mr. Townsend's December 24, 2021 email to City National Bank; Exhibit K, the April 29, 2026 affidavit of Holly Bailey attesting to the mailing of the second notice of the Association's October 25, 2025 annual meeting and election (Bradshaw Dep. Exh. 39); Exhibit L, the relevant provisions of the Association's By-Laws; Exhibit M, the November 16, 2021 owner communication and limited proxy, the December 2, 2021 owner question and answer materials, the December 10, 2021 notice, and the minutes

and resolutions of the December 2021 meetings; Exhibit N, the unit by unit vote reconciliation for the 2021 vote (Ass'n 000041-055); and Exhibit O, the Second Amended Complaint filed September 10, 2026.

**Legal Standard**

6. Section 57.105(1), Florida Statutes, requires the Court to award a reasonable attorney's fee where the Court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense, when initially presented to the Court or at any time before trial, was not supported by the material facts necessary to establish the claim or defense, or would not be supported by the application of then-existing law to those material facts. The statute therefore imposes a continuing obligation: counsel cannot maintain a claim after the record has demonstrated that the material facts necessary to support it do not exist. The statute further contemplates responsibility by counsel personally, subject to the statutory good-faith protection for an attorney who reasonably relies on a client's representations concerning material facts. To award attorney's fees under section 57.105(1), the trial court must find that the action was "frivolous or so devoid of merit both on the facts and the law as to be completely untenable." *Murphy v. WISU Props., Ltd.*, 895 So. 2d 1088, 1093-94 (Fla. 3d DCA 2004).

7. Fraud in particular may not be sustained by suspicion, conjecture, or doubtful circumstances. *Pate v. Mellen*, 237 So. 2d 266, 267 (Fla. 1st DCA 1970); *Broward Executive Builders, Inc. v. Zota,* 192 So. 3d 534, 537-39 (Fla. 4th DCA 2016) (rejecting "speculation, suspicion, surmise, and conjecture" as a substitute for evidence). A reasonable inference must arise from established facts, not by piling one possibility upon another. *Vermeulen v. Worldwide Holidays, Inc.*, 922 So. 2d 271, 273 (Fla. 3d DCA 2006). A party that pleads fraud, and then maintains the pleading after its own president, its own records, and its own discovery responses confirm there is no evidence for it, crosses the line section 57.105 exists to police.

8. Separately, Florida courts recognize a trial court's inherent authority to assess attorney's fees against an attorney for bad-faith conduct. *Moakley v. Smallwood*, 826 So. 2d 221, 224-27 (Fla. 2002). *Moakley* identifies, among the conduct capable of supporting such relief, misrepresentation of facts to the Court, the filing of meritless pleadings, and the intentional and vexatious prolonging of litigation. Id. at

225. Because section 57.105 directly governs unsupported claims and defenses, the Moving Defendants principally seek statutory relief under section 57.105. To the extent the Court also determines that counsel personally engaged in bad-faith litigation conduct beyond the statutory violation, the Moving Defendants alternatively invoke the Court's inherent authority, with the express and detailed factual findings *Moakley* requires. Id. at 227.

## Argument

### I. The Association possesses every ballot and voting record, it cannot identify a single fabricated vote, and there is no competent evidence of fraud.

9. Every count pleaded against the Moving Defendants depends on the accusation that the November and December 2021 vote authorizing the Club purchase was unlawful and that votes were fabricated. The Association's own records, its own written discovery responses, and its own president's testimony establish that this accusation has no evidentiary support.

10. The Association possesses the complete voting record. It holds the score tally card for the 2021 Club vote. (Bradshaw Dep. 75:3-9.) Approximately forty tubs of Association documents, including a binder on the 2021 Club purchase containing the purchase agreement and loan documents, sat in a locked room in the Association's own office until they were located and sent for scanning in February 2026. (Bradshaw Dep. 133:16-137:9.) At turnover, Emerald View delivered a physical file cabinet and digital access to the Association website housing every document, and the incoming management company confirmed to President Bradshaw that nothing was lost and that everything was scanned and electronically available. (Bradshaw Dep. 183:10-185:7, 186:17-187:3.) In written discovery in this case, the Association confirmed that it produced the individual electronic ballots, vote reports, vote count records, and electronic voter records, and that it was not aware of any additional ballots in its possession, custody, or control. (Exhibit G, Response to Interrogatory No. 1 and Request for Production No. 1.)

11. Asked in that same discovery to identify each specific ballot or vote it contends was fabricated, fraudulent, recorded when not cast, added after voting closed, or counted from another meeting, the Association did not identify one. (Exhibit G, Response to Interrogatory No. 2 and Request for

Production No. 3.) Asked to identify each person who would testify that a specific vote was fabricated, fraudulent, uncast, late, or improperly counted, the Association admitted it had not determined any such witness. (Exhibit G, Response to Interrogatory No. 3.)

12. President Bradshaw's testimony is to the same effect. Asked directly whether he believes Clara Pease engaged in fraud, the Association's president answered "Uncertain." (Bradshaw Dep. 110:14-18.) He testified that he has "never one single time alleged that she stole from the COA" (Bradshaw Dep. 118:10-13), that he has no evidence to conclude theft occurred (Bradshaw Dep. 118:18-22), and that "at best, that purchase of the club was a raw deal." (Bradshaw Dep. 111:5-6.) Asked to identify any specific transaction in which Emerald View or Pease misused Association money, he testified: "I don't have anything to add." (Bradshaw Dep. 161:1-10.) In the companion case, the Association's own counsel conceded on the record: "I don't even think there's a fraud count in this complaint . . . brought on behalf of the association against any of Ms. Maddalena's clients." (Bradshaw Dep. 119:21-120:4.)

13. The vote reconciliation itself defeats the fabrication accusation. The preserved unit by unit count identifies 571 votes received: 541 in favor and 30 opposed, consisting of 494 electronic submissions and 77 paper submissions, each line identifying the unit, the position taken, and whether the source was electronic or paper. (Exhibit N, Ass'n 000041-055.) The Second Amended Complaint pleads that 534 affirmative votes were required. The documented deductions from the raw platform count to the final 541, rescissions and duplicate submissions counted once, are preserved in the Association's own files. (Exhibit N.) The Association has never identified eight votes, much less the “more than 100 votes short” it pleads, that should be removed, nor a single unit for which the record reports an affirmative vote the owner denies casting.

14. The Association's remaining theory rests on the MyHOAst platform reports, and those reports are demonstrably unreliable. The Association produced three reports on the same November 29, 2021 vote that disagree with one another: one reflecting 367 electronic ballots (Bradshaw Dep. 80:1-3, Exh. 14), one reflecting 389 (Bradshaw Dep. 80:23-81:11, Exh. 15), and one reflecting 476 (Bradshaw Dep. 84:21-85:9, Exh. 17). The same report pulled twice produced different numbers with no explanation.

(Bailey Dep. 28:8-24, 31:19-32:5.) A September 10, 2025 report showed 389 votes cast against only 361 eligible voters. (Bailey Dep. 30:16-24, Exh. 16.) The platform audit trail attributes 2021 "meeting vote deleted" entries to Sue Cook, a GrandManors and RealManage vice president, for a period when GrandManors did not manage the property. (Bradshaw Dep. 55:10-16, 89:7-13, 90:7-17, 93:16-94:4, Exhs. 18, 24; Bailey Dep. 33:14-34:13.) President Bradshaw could not explain those entries: "I'm just as perplexed as you might be." (Bradshaw Dep. 94:21-95:19.) Administrative logins were recycled among users, so audit trail entries do not reliably identify the person acting. (Jacobs Dep. 27:15-22, 54:21-55:6.)

15. The Moving Defendants do not ignore the deletion testimony, and this Court should not either. The 2021 voting data on the platform was deleted at some point and had to be rebuilt by the vendor before reports could be generated. (Jacobs Dep. 25:22-26:14, 43:21-45:1.) But the vendor attributed the discrepancies to how voter records were previously managed, sold units whose voters were deleted and never replaced, confirmed in writing that "the accurate number of votes is 389, which are all the electronic votes," and explained that deleting a vote is simply how the platform processes a re-vote. (Jacobs Dep. 28:24-29:22, 30:24-31:3, 74:19-75:7.) Deletion entries are logged to the administrative user who performed them, and those logins were shared and recycled. (Jacobs Dep. 74:19-75:7, 27:15-22.) On this record there is no competent evidence that any Moving Defendant fabricated, deleted, or altered a vote. Suspicion about a platform the Association's own reports discredit is not evidence, and it cannot support a fraud pleading. *Pate*, 237 So. 2d at 267; Zota, 192 So. 3d at 537-39.

16. Finally, when Ms. Pease appeared at Board meetings and asked the Association to fund forensic audits of the very transactions now in suit, the Board refused, stating: "We have an audit." (Bradshaw Dep. 156:13-19.) When asked whether that audit identified missing money, President Bradshaw did not identify missing money; instead, he described an auditor concern about the routing of certain 2021 loan proceeds to reserves. (Bradshaw Dep. 156:20-157:8.) The Association declined the requested forensic audit, filed suit anyway, and now maintains a fraud pleading its president will not substantiate under oath.

**II. The Association's own audited financial statements refute the claimed injury.**

17. The Second Amended Complaint pleads that the Association paid a grossly inflated price for property "worth only a fraction of that amount" and was left with excessive debt, overpayment, loss of reserves, and financial injury. The Association's own audited financial statements for the year ending December 31, 2025, prepared as required by section 718.111(13), Florida Statutes, reviewed with the auditor, approved by Board vote, and signed by President Bradshaw (Bradshaw Dep. 40:1-41:18, 192:9-16), refute that narrative. Those statements are the Association's own admissions. See § 90.803(18), Fla. Stat.; *Chimouni v. Victory Avenir*, LLC, 410 So. 3d 593, 596-97 (Fla. 4th DCA 2025).

18. The audit lists Club Assets at $15,000,000, the very purchase price the Second Amended Complaint attacks. (Exhibit A, Note 11.) President Bradshaw agreed that $15,000,000 was the purchase price and explained that the financial statements use that historical cost as the amount from which the asset is depreciated; he testified that using a larger number "would be a lie." (Bradshaw Dep. 194:1-10.) The audit reports Club Income of $2,309,488, total assessments and revenues of $11,318,780, total expenditures of $10,193,688, and an excess of fund assessments and revenues over expenditures of $1,125,092. (Exhibit A.) It reports $3,010,836 in net cash provided by operating activities, $1,035,035 in loan principal payments, a $1,975,801 increase in cash, year end cash of $4,309,178, and a replacement fund balance of $4,063,852. (Exhibit A.) And it reports that the Association incurred $63,714 in federal and state income taxes, $52,572 federal and $11,142 state, because the Club generates taxable income. (Exhibit A, Note 6.) President Bradshaw agreed that the Club is an income-generating asset and that the Association "make[s] income," while disputing that the Club is profitable after all expenses are properly allocated. (Bradshaw Dep. 198:17-199:8.)

19. An association that signs, approves, and files audited statements recording a $15,000,000 income producing asset, seven figures of excess revenue over expenditures, growing cash, funded reserves, and income tax liability on Club operations cannot in good faith plead that it received nothing of value and was left financially devastated. The Moving Defendants do not contend that historical cost accounting conclusively establishes fair market value. They do contend, and the audit establishes, that the Association received and retains valuable income producing assets, that it is servicing and reducing the very loan the

Second Amended Complaint calls injury, and that there is no competent evidence of a recoverable loss. A pleading that alleges financial ruin in the teeth of the plaintiff's own signed financial statements is not supported by the material facts and cannot be maintained in good faith.

Plaintiff's own verified discovery responses confirm the absence of valuation evidence. Asked to identify and quantify its alleged overpayment, Plaintiff admitted that it "has not yet obtained a final appraisal or expert valuation opinion" and therefore cannot state the amount of the alleged overpayment. Asked what steps it had taken to determine value, Plaintiff again admitted that it has obtained no final appraisal or expert valuation of either the current value or the value at the time of the Transaction. Plaintiff has not even identified an expert witness. Yet, after making those admissions, Plaintiff repleaded that the Club Property was worth only a "fraction" of the amount paid and continued accusing the Moving Defendants of engineering a grossly inflated transaction. A valuation-based fraud and damages theory maintained without a valuation is precisely the kind of unsupported factual accusation section 57.105 does not permit a party or its counsel to continue after discovery has exposed the absence of proof.

**III. Every step of the 2021 transaction was guided by the written opinions of condominium counsel and by the governing documents.**

20. The Second Amended Complaint pleads that the November 29, 2021 meeting could not be continued, that the December 3, 2021 session was unauthorized, that the December 24, 2021 meeting was improperly used, and that the Moving Defendants orchestrated each step to conceal a failed vote. The Association's own governing documents and the written work of its own specialized condominium counsel, all in the Association's own files, establish the opposite.

21. The By-Laws expressly provide that when a members' meeting cannot be completed because the greater percentage of the membership required for a particular purpose is not present, the members present in person or by proxy may adjourn the meeting from time to time until the required percentage is present. (Exhibit L, By-Laws § 3.3.) Proxies remain effective for the meeting for which they are given "and any lawfully adjourned meetings thereof" for up to 90 days, and the limited proxy used for this transaction expressly authorized the proxyholder to vote on a motion to adjourn. (Exhibit L, By-Laws

§ 2.6; Exhibit M, Limited Proxy.) The November 29 meeting was adjourned by motion, second, and majority vote of the owners present in person or by proxy, with one owner opposed, to December 3. (Exhibit M, November 29, 2021 minutes.)

22. John P. Townsend, a Florida attorney board certified in condominium and planned development law, guided the process in writing at every step. His November 11, 2021 written memorandum analyzed the Association's acquisition authority and the appraisal provision on which the Second Amended Complaint relies, and explained that the appraisal mechanism applied only to a termination and option scenario where the parties could not agree on a price, not to a negotiated purchase. (Exhibit H.) His December 21 and 22, 2021 emails prescribed the precise notice, agenda, motions, and procedural steps for the December 24, 2021 proceedings and required that the minutes reflect the motions, seconds, discussion, and votes. (Exhibit I.) On December 24, 2021, he advised City National Bank in writing that his lender opinion remained a draft and would not be finalized until the final membership vote and the separate Board meeting had occurred. (Exhibit J.) The transaction was disclosed to owners in writing on November 16, 2021, submitted to a limited proxy identifying the properties, the prices, the financing, the mortgage, and the two thirds approval requirement, and reviewed at a December 2, 2021 owner question and answer session in which condominium counsel and a City National representative participated. (Exhibit M.) The vote was certified at the December 24, 2021 resumed session, and the directors then separately convened a noticed Board meeting and unanimously approved the loan authorization and corporate resolutions, 3-0. (Exhibit M.)

23. This documented sequence, written disclosures, a limited proxy, noticed meetings, an owner question and answer session, a recorded adjournment under the By-Laws, an additional notice, review and direction by specialized condominium counsel, final certification, a separately noticed Board meeting, and unanimous Board resolutions, is the opposite of the concealment the Second Amended Complaint pleads. Robert Freedman, the board certified condominium lawyer who drafted the recorded documents at issue, testified that the Association had authority over the relevant easements, described the board and membership approval process reflected in the recorded instruments, and confirmed that the

Association had its own counsel in those transactions. He further testified that, during his involvement, he was unaware of any effort to invalidate the recorded documents before the present litigation. (Freedman Dep. 8:3-8, 18:5-19:15, 28:1-7, 36:9-37:1, 37:10-21.) Brandon Burg, counsel for the Association, personally attended and cross-examined Mr. Freedman at that deposition. (Freedman Dep. 4:18-23, 37:8-25.)

24. The Association's own conduct confirms it understands the significance of advice of counsel and documented procedure. Its current Board held over directors whose terms expired when the October 25, 2025 election failed for lack of the required participation (Bradshaw Dep. 43:5-9, 44:6-10, 45:16-24), its president personally canceled the noticed October 28, 2025 special meeting on whether to hold a new election and no Board vote on a new election was ever taken (Bradshaw Dep. 44:11-24, 50:10-13), and it changed locks without a Board vote (Bradshaw Dep. 174:19-176:16). President Bradshaw expressly attributed the holdover decision and the lock changes to guidance or advice of counsel. (Bradshaw Dep. 45:4-19, 174:25-176:18.) He likewise testified that the timing of the Association's fraud/RICO litigation involved advice of counsel. (Bradshaw Dep. 201:20-202:7.) The Association pleads in this case that the 2021 board's reliance on counsel-guided procedure was evidence of wrongdoing, while its own current board invokes counsel's guidance for its own disputed conduct. A plaintiff cannot fairly treat reliance on specialized counsel as sinister only when it serves the theory of its case.

## IV. The newly pleaded constructive fraud theory is contradicted by the public records on which it relies.

25. The Association's new constructive fraud count against Pease and Emerald View rests on an alleged undisclosed personal benefit: conveyances of condominium units to entities associated with Pease. But the deeds on which the Association relies were recorded in the Bay County public records months before the December 2021 Club closing. The instruments, grantees, legal descriptions, and recording information were matters of public record before the transaction Plaintiff says they were concealed from it. The Association identifies no false deed, secret instrument, unrecorded transfer, or affirmative act by Pease or Emerald View that prevented the Association from learning what the public records disclosed.

26. The Second Amended Complaint also attempts to convert the documentary stamp tax reflected on the deeds into proof that Pease furnished no consideration for the conveyances. That inference is unsupported. Documentary stamp tax is an excise tax imposed on the instrument and computed from the consideration for the conveyance; the tax itself is not the consideration. Section 201.02(1)(a), Florida Statutes, recognizes that consideration may include money paid or agreed to be paid, the discharge of an obligation, an exchange of property, and mortgages, liens, or other encumbrances. The face amount of documentary stamp tax therefore does not establish that a grantee paid nothing, much less that a recorded conveyance was a clandestine payoff.

27. Plaintiff pleads no evidence bridging those gaps. It takes a publicly recorded conveyance, labels it concealed, takes a tax notation on the instrument, labels it proof of no consideration, and then stacks those inferences into an accusation of constructive fraud and a secret financial benefit. Fraud cannot be maintained by piling suspicion upon inference. *Pate*, 237 So. 2d at 267; *Zota*, 192 So. 3d at 537-39; *Vermeulen*, 922 So. 2d at 273. The new theory is not supported by the material facts necessary to maintain it and underscores that the Second Amended Complaint was repleaded without a reasonable evidentiary basis.

**V. Plaintiff's counsel filed and maintained the Second Amended Complaint after the evidentiary record eliminated any reasonable basis for the accusations against the Moving Defendants.**

28. The September 10, 2026 Second Amended Complaint was not filed at the outset of the case, before counsel had a reasonable opportunity to investigate whether discovery would support the Association's accusations. It was filed after the June 2026 depositions, after written discovery on the voting issue, after production of the Association's voting records, after the Association's own witnesses had been examined, and after the Court's August 31, 2026 Order. Association counsel participated in those depositions. Sarah Cureton appeared for the Association at the Bradshaw, Bailey, and Jacobs depositions, and Brandon Burg personally appeared for the Association and cross-examined Robert Freedman. (Bradshaw Dep. 5:19-23; Bailey Dep. 4:17-22; Jacobs Dep. 4:16-17; Freedman Dep. 4:18-23, 37:8-25.) By September 10, Plaintiff's counsel had an evidentiary record against which the allegations could and should

have been tested before counsel signed and presented another pleading accusing the Moving Defendants of fraud, conspiracy, constructive fraud, and related wrongdoing.

29. That record did not merely contain competing evidence. The Association's own discovery responses identify no fabricated ballot and no witness who can identify one; its president is “Uncertain” whether Pease committed fraud and testified that he has no evidence of theft or any specific misuse of Association funds by Pease or Emerald View; the Association possesses the underlying ballots and voting materials; its own audited financial statements record the Club asset at the purchase price and report substantial income and positive operating results; its own files contain the written advice of specialized condominium counsel directing the challenged meeting procedure; and the deeds now characterized as concealed were recorded in the public records before the Club closing. Plaintiff's counsel cannot avoid section 57.105 by ignoring evidence in the client's own possession and simply carrying the client's accusations forward into another pleading.

30. The circumstances surrounding the litigation make counsel's obligation to conduct an independent, reasonable inquiry especially important. The Association's former interim executive director testified that within her first two days President Bradshaw told her he believed there had been wrongdoing and that the Association was "forced into purchasing the club." She further testified that investigating the 2021 Club purchase was an "everyday topic" and that Bradshaw's demand for follow-up was "100 percent every day." (Bailey Dep. 22:8-19, 23:20-24.) Bailey also testified that Bradshaw accused Ms. Pease of being "a fraud" who "essentially stole from the owners," and described his conduct as having become "more of a personal vendetta" and "not necessarily looking at the facts." (Bailey Dep. 38:2-25.) She testified that Bradshaw repeatedly said the FBI was watching or investigating Pease, while Bradshaw denied under oath ever making such statements or reporting Pease to the FBI. (Bailey Dep. 44:13-24; Bradshaw Dep. 149:18-150:3.) The record also shows the Association's lawyers were not passive recipients of these accusations. During Association counsel's own examination of Heidi Jacobs, counsel asked whether her investigation led her to conclude that the 2021 Club vote was valid or invalid; Jacobs answered no and agreed it remained an "open question" because she did not believe she had obtained appropriate system reporting. (Jacobs Dep.

64:3-12.) Those circumstances did not permit counsel to substitute a client's determination to find wrongdoing for the material facts necessary to plead it. They required the opposite: a careful inquiry into whether the evidence actually supported the accusations being placed in a court pleading.

31. The August 31 Order made that obligation more, not less, apparent. The Court had already dismissed with prejudice the concealment count the Association conceded, dismissed the individual contract claim against Miller and Pease after finding that the existing complaints and exhibits did not suggest additional facts that could be pleaded in good faith and that further amendment would be futile, and struck the punitive damages demand. Plaintiff's counsel nevertheless filed the Second Amended Complaint ten days later, repeating the same factual accusations and adding new fraud-based theories without identifying the evidence necessary to support them. Section 57.105 applies not only when a claim lacked support on day one, but when counsel knew or should have known at any time before trial that the material facts necessary to maintain it were absent.

32. This is precisely the circumstance section 57.105 exists to address. Counsel did not present the Second Amended Complaint before discovery could test the Association's allegations. Counsel presented it after discovery had tested them. If section 57.105's continuing obligation has meaning, it must apply where counsel, confronted with the client's own testimony, discovery responses, records, financial statements, written legal advice, and public records, nevertheless signs and files another pleading repeating accusations those materials do not support and adding new fraud-based theories resting on inference rather than evidence. Otherwise, the statutory command that unsupported claims not be maintained "at any time before trial" would have little practical force.

33. The same record warrants consideration of counsel's conduct under *Moakley* if the Court finds the required bad faith. A pleading maintained to validate accusations the Association's own president will not substantiate under oath, after the objective record has failed to identify the supposed fabricated votes and after counsel has been placed on notice of the deficiencies, implicates the filing of meritless pleadings and the intentional or vexatious prolonging of litigation identified in *Moakley*. 826 So. 2d at 225.



The Moving Defendants therefore seek sanctions against Plaintiff and Plaintiff's counsel under section

57.105 and, to the extent the Court makes the express bad-faith findings required by *Moakley*, against counsel personally under the Court's inherent authority. Upon the bad-faith findings Moakley requires, the Court's inherent authority extends to striking the pleading itself, and a complaint filed in the teeth of the filer's own records and two corrective orders warrants that relief.

**Certification Under Section 57.105(4)**

34. On September 11, 2026, the Moving Defendants served this Motion and a letter demanding withdrawal of the Second Amended Complaint on Plaintiff's counsel of record, Richard T. Davis, Esq. and Brandon R. Burg, Esq., by email. More than twenty-one (21) days have elapsed, and Plaintiff has not withdrawn or appropriately corrected the challenged pleading. This Motion is therefore properly presented. § 57.105(4), Fla. Stat.

WHEREFORE, the Moving Defendants respectfully request that this Court: (a) find that the claims against the Moving Defendants lack the material factual support required by section 57.105 and that Plaintiff and Plaintiff's counsel knew or should have known so; (b) award the Moving Defendants their reasonable attorney's fees and costs against Plaintiff and Plaintiff's counsel as provided by section 57.105, including those incurred in bringing this Motion; (c) if the Court makes the specific bad-faith findings required by *Moakley*, impose an appropriate fee sanction against Plaintiff's counsel under the Court's inherent authority; (d) upon those findings, strike the Second Amended Complaint, as a sanction under section 57.105 and the Court's inherent authority; (e) set an evidentiary hearing; and (f) grant such other relief as the Court deems just and proper.

Dated: October 5th 2026.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on all counsel and parties of record through the Florida Courts E-Filing Portal this 5th day of October 2026.

Respectfully submitted,
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Attorneys for Defendants Clara Y. Pease, John P. Miller, Jr., and Emerald View Association Management, LLC

# Exhibit "A"

# Laketown Wharf Resort Community Association, Inc.

## FINANCIAL STATEMENTS
## AS OF DECEMBER 31, 2025

(Together With Independent Auditor's Report)

MCQUOID CPA
CERTIFIED PUBLIC ACCOUNTANT

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## Financial Statements As Of December 31, 2025
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*McQuoid CPA LLC*
***Certified Public Accountant***
224 Commercial Boulevard, Suite 310
Lauderdale by the Sea, Florida 33308

INDEPENDENT AUDITOR'S REPORT

**To the Board of Directors of Laketown Wharf Resort Community Association, Inc.:**

I have audited the accompanying Financial Statement of Laketown Wharf Resort Community Association, Inc. which comprise the Statement of Assets, Liabilities, and Fund Balances as of December 31, 2025, and the related Statements of Assessments, Revenues, Expenditures, and Changes in Fund Balances and Cash Flows for the year then ended and the related Notes to the Financial Statements.

In my opinion, the Financial Statements referred to above present fairly, in all material respects, the financial position of Laketown Wharf Resort Community Association, Inc. as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

**Basis For Opinion**

I conducted my audit in accordance with auditing standards generally accepted in the United States of America (GAAP). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Laketown Wharf Resort Community Association, Inc., and to meet my other ethical responsibilities in accordance with the relevant ethical requirements relating to my Audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

**Responsibilities Of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these Financial Statements in accordance with accounting principles generally accepted in the United States of America (GAAP), and for the design, implementation, and the maintenance of internal control relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error.

In preparing the Financial Statements, management is required to evaluate whether there are conditions or events considered in the aggregate, that raise substantial doubt about Laketown Wharf Resort Community Association, Inc.'s ability to continue as a going concern within one year after the date that the Financial Statements are available to be issued.

# Exhibit "A"



**Auditor's Responsibilities For The Audit Of The Financial Statements**

My objectives are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting in error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Financial Statements.

In performing an audit in accordance with generally accepted auditing standards, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the Financial Statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Financial Statements.

- Obtain an understanding of internal control relevant to the audit in order to design procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness Laketown Wharf Resort Community Association, Inc. internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Financial Statements.

- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt Laketown Wharf Resort Community Association, Inc.'s ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that I identified during the audit.

# Exhibit "A"

**INDEPENDENT AUDITOR'S REPORT**
**Page 3**

**Report on Supplementary Information**

My Audit was made for the purpose of forming an opinion on the basic Financial Statements taken as a whole. The accompanying Supplementary Information on Operating Expenditures (actual to budget), which is the responsibility of the Association's management, is presented for purposes of additional analysis and is not a required part of the basic Financial Statements. Such information, except for that information marked "unaudited" on which I express no opinion, was derived from and relates directly to the underlying accounting and other records used to prepare the Financial Statements. The information has been subjected to the auditing procedures applied in the audit of the basic Financial Statements and, in my opinion, is fairly stated in all material respects in relation to the basic Financial Statements taken as a whole.

**Disclaimer of Opinion on Required Supplementary Information**

The accompanying Supplementary Information on Future Major Repairs and Replacements is also not a required part of the basic Financial Statements but is supplementary information required by the Financial Accounting Standards Board (FASB), who considers it to be an essential part of financial reporting for placing the basic Financial Statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. I do not express an opinion or provide any assurance in the information because the limited procedures did not provide me with sufficient evidence to express an opinion or provide any assurance.

Thomas McQuoid, CPA

**McQuoid CPA LLC**
Certified Public Accountants
Lauderdale by the Sea, Florida 33308

April 16, 2026

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## Statement of Assets, Liabilities and Fund Balances (Deficit)
## December 31, 2025

| | 2025 | | |
|---|---|---|---|
| | Operating Fund | Replacement Fund | Total |
| CURRENT ASSETS: | | | |
| Cash and Cash Equivalents | $ 189,254 | $ 4,119,924 | $ 4,309,178 |
| Receivables From Unit Owners: Member Assessments and Other, Less Allowance for Credit Losses $153,000 | 391,215 | - | 391,215 |
| Prepaid Insurance and Other | 995,597 | - | 995,597 |
| Due (From) / To Funds | 56,072 | (56,072) | - |
| Total Current Assets | 1,632,138 | 4,063,852 | 5,695,990 |
| PROPERTY AND EQUIPMENT: | | | |
| Property and Equipment | 18,220,800 | - | 18,220,800 |
| Less: Accumulated Depreciration | (2,066,953) | - | (2,066,953) |
| Property and Equipment, Net | 16,153,847 | - | 16,153,847 |
| OTHER ASSETS: | | | |
| Operating Lease: Right of Use Asset, net | 813,383 | - | 813,383 |
| Utility Deposits | 58,873 | - | 58,873 |
| Total Other Assets | 872,256 | - | 872,256 |
| **TOTAL ASSETS** | $ 18,658,241 | $ 4,063,852 | $ 22,722,093 |
| CURRENT LIABILITIES: | | | |
| Bank Overdraft | $ 304,175 | $ - | $ 304,175 |
| Accounts Payable and Accruals | 277,277 | - | 277,277 |
| Insurance Payable | 481,942 | - | 481,942 |
| Prepaid Unit Owner Assessments | 364,587 | - | 364,587 |
| Deferred Event Revenue | 58,449 | - | 58,449 |
| Club Rental Deposits | 137,478 | - | 137,478 |
| Current Maturities of Operating Lease Liabilities | 36,568 | - | 36,568 |
| Current Maturities of Note Payable | 1,052,632 | - | 1,052,632 |
| Contract Liabilities (Assessments Received In Advance - Replacement Fund) | - | 4,063,852 | 4,063,852 |
| Total Current Liabilities | 2,713,108 | 4,063,852 | 6,776,960 |
| LONG-TERM LIABILITIES: | | | |
| Operating Lease Liabilities, Less Current Maturities | 822,176 | - | 822,176 |
| Note Payable, Net of Unamortized Issuance Costs, Less Current Maturities | 15,508,088 | - | 15,508,088 |
| Total Long-Term Liabilities | 16,330,264 | - | 16,330,264 |
| **TOTAL LIABILITIES** | 19,043,372 | 4,063,852 | 23,107,224 |
| FUND BALANCES (DEFICIT) | (385,131) | - | (385,131) |
| **TOTAL LIABILITIES AND FUND BALANCES** | $ 18,658,241 | $ 4,063,852 | $ 22,722,093 |

The Accompanying Notes Are An Integral Part Of These Financial Statements.

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## Statement of Assessments, Revenues and Expenditures and Changes in Fund Balances (Deficit)
## For the Year Ended December 31, 2025

| | 2025 | | |
|---|---|---|---|
| | Operating Fund | Replacement Fund | Total |
| ASSESSMENTS AND REVENUE | | | |
| Member Assessments | $ 7,919,309 | $ 859,191 | $ 8,778,500 |
| Club Income | 2,309,488 | - | 2,309,488 |
| Late Fees | 57,181 | - | 57,181 |
| Other Revenues | 99,560 | - | 99,560 |
| Interest | - | 74,051 | 74,051 |
| TOTAL | 10,385,538 | 933,242 | 11,318,780 |
| EXPENDITURES | | | |
| Utilities and Cable T.V. | 1,855,139 | - | 1,855,139 |
| Club Expenses | 1,783,345 | - | 1,783,345 |
| Safety and Security | 84,080 | - | 84,080 |
| Compensation | 1,908,074 | - | 1,908,074 |
| Contract Services, Repairs, and Maintenance | 803,140 | - | 803,140 |
| Management Fees | 53,404 | - | 53,404 |
| Insurance | 1,744,611 | - | 1,744,611 |
| General and Administrative | 423,300 | - | 423,300 |
| Depreciation | 461,538 | - | 461,538 |
| Provision for Credit Losses on Receivables | 80,101 | - | 80,101 |
| Federal and State Income Taxes | 63,714 | - | 63,714 |
| Major Repairs and Replacements | - | 933,242 | 933,242 |
| TOTAL | 9,260,446 | 933,242 | 10,193,688 |
| EXCESS OF FUND ASSESSMENTS AND REVENUES OVER EXPENDITURES | 1,125,092 | - | 1,125,092 |
| PRIOR PERIOD ADJUSTMENTS | 36,726 | - | 36,726 |
| FUND BALANCES (DEFICIT), BEGINNING OF YEAR | (1,546,949) | - | (1,546,949) |
| FUND BALANCES (DEFICIT), END OF YEAR | $ (385,131) | $ - | $ (385,131) |

The Accompanying Notes Are An Integral Part Of These Financial Statements.

# Exhibit "A"
## Laketown Wharf Resort Community Association, Inc.
## Statement of Cash Flows
## For The Year Ended December 31, 2025

| | 2025 | | |
|---|---|---|---|
| | Operating Fund | Replacement Fund | Total |
| CASH FLOWS FROM OPERATING ACTIVITIES | | | |
| Member Assessments | $ 7,997,548 | $ 859,191 | $ 8,856,739 |
| Club Income | 2,309,488 | - | 2,309,488 |
| Other Revenues | 156,741 | - | 156,741 |
| Interest | - | 74,051 | 74,051 |
| Contract Liabilities | - | 1,233,808 | 1,233,808 |
| Cash Paid For Operating and Other Expenditures | (8,686,749) | - | (8,686,749) |
| Replacement/Major Repairs Paid | - | (933,242) | (933,242) |
| Net Cash Provided By Operating Activities | 1,777,028 | 1,233,808 | 3,010,836 |
| CASH FLOWS FROM FINANCING ACTIVITIES | | | |
| Loan Principal Payments, Net | (1,035,035) | - | (1,035,035) |
| Net Cash Provided (Used) By Financing Activities | (1,035,035) | - | (1,035,035) |
| INCREASE IN CASH | 741,993 | 1,233,808 | 1,975,801 |
| DUE (FROM) / TO FUND | (745,353) | 745,353 | - |
| PRIOR PERIOD ADJUSTMENTS | 36,726 | - | 36,726 |
| CASH AND EQUIVALENTS, BEGINNING OF YEAR | 155,888 | 2,140,763 | 2,296,651 |
| CASH AND EQUIVALENTS, END OF YEAR | $ 189,254 | $ 4,119,924 | $ 4,309,178 |
| RECONCILIATION OF EXCESS OF FUND ADDESSMENTS AND REVENUES OVER EXPENDITURES TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | | | |
| Excess of Fund Assessments and Revenues Over Expenditures | $ 1,125,092 | $ - | $ 1,125,092 |
| (Increase) Decrease In: | | | |
| Receivables, Net of Allowance | (15,285) | - | (15,285) |
| Prepaid Insurance and Other | (21,199) | - | (21,199) |
| Property and Equipment, Net | 461,538 | - | 461,538 |
| Operating Lease, Right of Use | 44,714 | - | 44,714 |
| Increase (Decrease) In: | | | |
| Accounts Payable and Accruals | 126,520 | - | 126,520 |
| Prepaid Assessments | 93,524 | - | 93,524 |
| Operating Lease Liabilities | (37,876) | - | (37,876) |
| Contract Liabilities | - | 1,233,808 | 1,233,808 |
| Net Cash Provided By Operating Activities | $ 1,777,028 | $ 1,233,808 | $ 3,010,836 |

The Accompanying Notes Are An Integral Part Of These Financial Statements.

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2025

### NOTE 1 – ORGANIZATION

Laketown Wharf Resort Community Association, Inc. (the Association) is a statutory multi-condominium association incorporated under the laws of the State of Florida as a not-for-profit corporation for the purpose of operating and administering common property of unit owners located in Panama City Beach, Florida.

The Association consists of the following unit types:

| Unit Type | Number of Units |
|---|---|
| Residential | 765 |
| Commercial | 34 |

### NOTE 2 – BASIS OF ACCOUNTING

The Association requires that the financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

The Association uses fund accounting, which requires that funds, such as operating funds and funds designated for future major repairs and replacements, be classified separately for accounting and reporting purposes. Expenditures from the operating fund are generally at the discretion of the Board of Directors and the management company. Expenditures from the replacement fund generally may be only for designated purposes.

Ownership of most commonly owned property and improvements thereon is vested directly or indirectly with the unit owners and is not capitalized in the Association's financial statements. Replacements, major repairs, and the purchase of additional commonly owned property or improvements are included in fund expenditures in the year of addition.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

For purposes of the statement of cash flows, the Association considers all highly liquid investments and investments with an initial maturity of three months or less to be cash equivalents.

Under FASB ASC 820, *Fair Value Measurements and Disclosures,* fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal market of the most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Association has determined that there were no material differences between the carrying value of its financial assets and liabilities at December 31, 2025; therefore, no adjustment for the effect of FASB ASC 820 was made to the Association's financial statements at December 31, 2025.

The Association recognizes interest income on the operating fund and the replacement fund when earned. The Association's policy is to account for fund expenditures using fund interest income before fund assessment income.

NOTE 2 – BASIS OF ACCOUNTING - CONTINUED

Under FASB ASC 842, *Leases*, The Association is required to recognize certain operating and capital leases on its Balance Sheet. As of December 31, 2025, the Association has evaluated its agreements and concluded no material modifications should be made.

NOTE 3 – MEMBER ASSESSMENTS

Association members are subject to quarterly assessments to provide funds for the Association's operating expenses and major repairs and replacements. Assessment revenue is recognized as the related performance obligations are satisfied at transaction amounts expected to be collected. The Association's performance obligations related to its operating assessments are satisfied over time on a daily pro-rata basis using the input method. The performance obligations related to the replacement fund assessments are satisfied when these funds are expended for their designated purpose. Assessments receivable at Statement of Assets, Liabilities, and Fund Balance date are stated at the amounts expected to be collected from outstanding assessments from unit owners. The Association's policy is to retain legal counsel and place liens on properties of unit owners whose assessments are delinquent.

As of December 31, 2025, an Allowance For Credit Losses on Assessments Receivable of $153,000 is deemed necessary. The Association treats uncollectible assessments at variable consideration. Methods, inputs, and assumptions used to evaluate whether assessments are considered uncollectible is constrained to include consideration of past experience, management's monitoring and analysis of individual accounts' outstanding balances, and the Association's susceptibility to factors outside the Association's control. The balance of net assessments receivable as of the beginning and end of the year is $455,930 and $544,215, respectively.

NOTE 4 – CONTRACT LIABILITES (Assessments Received in Advance-Replacement Fund)

The Association recognizes revenue from members as the related performance obligations are satisfied. A contract liability (assessments received in advance-replacement fund) is recorded when the Association has the right to receive payment in advance of the satisfaction of performance obligations related to replacement reserve assessments. The balance of contract liabilities as of the beginning and end of the year are $2,830,044 and $4,063,852, respectively.

NOTE 5 – FUTURE MAJOR REPAIRS AND REPLACEMENTS

Accumulated funds, which aggregate $4,063,852, and are presented in the accompanying Statement of Assets, Liabilities, and Fund Balances as a contract liability (assessments received in advance-replacement fund) at December 31, 2025, are held in separate cash accounts and are generally not available for operating purposes.

NOTE 5 – FUTURE MAJOR REPAIRS AND REPLACEMENTS - CONTINUED

Funds are being accumulated in the replacement fund based on estimates for future needs for repairs and replacements of common property components. Actual expenditures may vary from the estimated future expenditures, and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Association has the right to increase regular assessments, pass special assessments, or delay major repairs or replacements until funds are available.

The Board of Directors is funding for certain major repairs and replacements based on an estimate of current replacement costs and considering amounts previously accumulated in the replacement fund. The Association has completed the required Structural Integrity Reserve Study, as described further in NOTE 10 below, and has approved reserve funding as part of the Association's 2026 budget as follows:

| | | |
|---|---|---|
| 2026 Funding for Non-SIRS Reserves | $ | 725,000 |
| 2026 Funding for Mandatory SIRS Reserves | | 1,458,575 |
| **Total Reserve Funding Budgeted For 2026** | $ | 2,183,575 |

The balance in the replacement fund (contract liabilities) consists of:

| Components | Balance 12/31/2024 | Interest/ Assessments | Expenditures | Balance 12/31/2025 |
|---|---|---|---|---|
| Building Exteriors | $ 138,897 | $ 273,274 | $ (88,694) | $ 323,477 |
| Mechanical | 767,675 | 308,855 | (159,086) | 917,444 |
| Painting and Waterproofing | 706,842 | 592,131 | - | 1,298,973 |
| Paving | 197,470 | 70,738 | - | 268,208 |
| Reserve Study | (25,032) | - | - | (25,032) |
| Roofs | 751,916 | 95,371 | (14,539) | 832,748 |
| Site Improvements | 141,640 | 62,527 | (643,467) | (439,300) |
| Swimming Pools | (7,798) | 20,104 | (27,457) | (15,151) |
| Club Reserves Contribution | 40,000 | 670,000 | - | 710,000 |
| Interest - Unallocated | 118,434 | 74,051 | - | 192,485 |
| Total | $ 2,830,044 | $ 2,167,051 | $ (933,243) | $ 4,063,852 |

## NOTE 6 – INCOME TAXES

The Association has elected to file its 2025 taxes under Section 277 of the Internal Revenue Code, whereby the excess of revenues over related expenditures is subject to taxation. The Association filed Federal Form 1120 and Florida Form F1120 for the year ended December 31, 2024. Federal income taxes of $52,572 and State income taxes of $11,142 are due for the year ended December 31, 2025.

The Association's Federal and State net operating loss carryover available to carryover to future periods was $623,437 as of December 31, 2025.

The Association has evaluated its tax position and concluded that there are no material uncertain tax positions that were identified.

## NOTE 7 – COMMITMENTS AND CONTINGENCIES

The Association has various contracts including management, cable T.V., and other services to maintain common property. These contracts have various expiration dates and renewal terms.

The Association's insurance policies are subject to deductibles and exclusions which may yield uncovered costs if claims are incurred. If additional funds are needed, including in the event of common property damage, the Association has the right, subject to its governing documents, to increase regular assessments, pass special assessments, borrow funds, or delay major repairs and replacements until funds are available.

The Association is, from time-to-time, subject complaints and claims, including litigation, arising in the management of the Association. As of the date of this report, management believes that there are no claims or complaints of which it is currently aware that will materially affect its financial position, or future operating results.

## NOTE 8 – CONCENTRATION OF CREDIT RISK

The Association invests its excess cash in both deposits and high-quality short-term liquid money market and SWEEP accounts with two (2) major banks and carrying value approximates fair value. Cash balances do not exceed the FDIC deposit limit of $250,000 as of December 31, 2025. The Association believes it is not exposed to any significant risk.

## NOTE 9 – PRIOR PERIOD ADJUSTMENTS

Prior period adjustments are transactions and corrections relating to prior period accounting periods in order to reflect the current year without distortion. The prior period adjustments recorded in 2025 are due to the following transactions and corrections:

| | | |
|---|---|---|
| Transactions related to allocation of expenditures between accounting periods | $ | 36,726 |
| **Total Prior Period Adjustments** | $ | 36,726 |

## NOTE 10 - CONDOMINIUM STRUCTURAL SAFETY FUNDING REQUIREMENTS

On May 26, 2022, the Governor of the State of Florida signed into law Senate Bill 4D, creating Florida Statute 553.899 and amending Florida Statute 718. Florida Senate Bill 154 further amended and clarified the provisions enacted by Florida Senate Bill 4D, and took effect on July 1, 2023.

Under the new Florida Statute 553.899, Condominium residential Associations that are three (3) stories or more are required to complete a building Milestone Inspection.

- Buildings that are at least thirty (30) years old, as of July 1, 2022, must complete the building Milestone Inspection by December 31, 2024.
- Buildings that reach thirty (30) years old between July 1, 2022 and December 31, 2024 must complete the building Milestone Inspection by December 31, 2025.
- Buildings that reach thirty (30) years old after December 31, 2024 must complete the building Milestone Inspection by December 31 of the 30$^{th}$ year of the issuance of the certificate of occupancy.

Local enforcement agencies may require an Association to complete the Milestone Inspection before the building reaches 25 years of age. Associations are required to complete a Milestone Inspection every 10 years thereafter the original Milestone Inspection.

An Association must further complete a Structural Integrity Reserve Study, as defined by Florida Statute 718, by December 31, 2024 for each building that is three stories or higher. Associations must then complete a Structural Integrity Reserve Study every ten (10) years thereafter, or earlier, if determined by local enforcement agencies.

The provision with the largest potential impact on the Association is the prohibition of waiving the funding for certain structural reserves, as defined in Florida Statute 718. The financial impact on the Association and its unit owners is not known as of the date of this Audit Report.

The Association completed the required Structural Integrity Reserve Study on December 6, 2024.

## NOTE 11 – PROPERTY AND EQUIPMENT

The Association has capitalized cost of the purchase of the club asset, certain units owned by the Association, and certain other assets. These properties are recorded at cost and are depreciated by using the straight-line method over the estimated useful lives of the individual assets.

The following table represents a summary of the property and equipment of the Association as of December 31, 2025:

| | | |
|---|---|---|
| Club Assets | $ | 15,000,000 |
| Units Owned by Association | | 3,000,000 |
| Computers | | 7,733 |
| Machinery and Equipment | | 181,919 |
| Furniture | | 20,427 |
| Transportation | | 10,721 |
| Total Property and Equipment | | 18,220,800 |
| Less: Accumulated Depreciation | | (2,066,953) |
| Property and Equipment, Net | $ | 16,153,847 |

The Association recorded depreciation expense of $461,538 in 2025.

## NOTE 12 - LEASES

*Basis of Lease Accounting*

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 842, Leases, in the Accounting Standards Classification (ASC). Topic 842 supersedes the leasing requirements of Topic 840, Leases, and requires entities to recognize substantially all operating and finance leases separately on their balance sheets as lease liabilities with a corresponding right-of-use asset, and to disclose certain information concerning the nature of the lease, significant judgements in measuring the lease, and information adequate to assess the amount, timing, and uncertainty of cash flows arising from such leases.

In accordance with Topic 842, at lease commencement, the Association initially measures the lease liability at the present value of payments expected to be made during the lease term. The right-of-use lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs.

NOTE 12 – LEASES - CONTINUED

*Basis of Lease Accounting - Continued*

Key estimates and judgments related to leases include how the Association determines (1) the discount rate used to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Association uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Association generally uses its estimated incremental borrowing rate or elects to use the risk-free interest rate as the discount rate for leases of all underlying classes of assets and common property, as applicable. The lease term includes the noncancellable period of the lease, as well as expected renewal terms. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

The Association has made the accounting policy election to not separate lease components from non-lease components when allocating contract consideration for all underlying classes of assets and common property, as applicable. The Association has elected to use the practical expedient package to carryforward the operating classification from ASC 840 and carryforward previously capitalized initial direct costs under ASC 840. The Association monitors changes in circumstances that would require a remeasurement of its leases and will remeasure right-to-use lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of any lease liability. The Association has elected, for all underlying classes of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement, and do not include an option to purchase the underlying asset that the Association is reasonably certain to exercise. The Association recognized lease cost associated with its short-term leases on a straight-line basis over the lease term. The Association has not elected the hindsight practical expedient.

*Leases: Lessors*

The Association has two operating leases in the commercial units which generate rental income from the tenants and operating cash flows for the Association. Tenant leases generally have lease terms of one year or less, with a requirement to sign a new lease every year.

*Leases: Lessees*

The Association leases the use of beach access property from Pineapple Willy's. The lease is for a period of twenty years, beginning on January 1, 2021 through January 1, 2041. The initial annual lease amount was $53,676, per annum, and is subject to an increase of 2% each year thereafter.

NOTE 12 – LEASES – CONTINUED - CONTINUED

The following information summarizes the line items on the accompanying Statement of Assets, Liabilities, and Fund Balances for the year ended December 31, 2025:

| | | |
|---|---|---|
| Operating Lease, Right-of-Use Asset, Net | $ | 813,383 |
| Current Maturities of Operating Lease Liabilities | $ | 36,568 |
| Operating Lease Liabilities, Net of Current Maturities | | 822,176 |
| Total Operating Lease Liabilities | $ | 858,744 |

The Association recognized related lease expenditures of $64,939, as shown in further detail in the accompanying Supplementary Information on Operating Expenditures (actual to budget).

The Association incurred operating cash outflows of $58,101 in 2025 as related to this lease agreement.

The following information summarizes the weighted average remaining lease term and discount rate used to calculate the Lease Asset and Liabilities, as shown in the accompanying Statement of Assets, Liabilities, and Fund Balances for the year ended December 31, 2025:

| | |
|---|---|
| Weighted Average Remaining Lease Term | 16.02 Years |
| Weighted Average Discount Rate | 2.30% |

The Association will incur the following operating lease liability maturities as of December 31, 2025:

| Year Ended December 31, | | Amount of Maturity |
|---|---|---|
| 2026 | $ | 59,263 |
| 2027 | | 60,448 |
| 2028 | | 61,657 |
| 2029 | | 62,890 |
| 2030 | | 64,148 |
| Thereafter | | 716,448 |
| Total Minimum Lease Payments | | 1,024,854 |
| Less: Amount Representing Interest | | (166,110) |
| Present Value of Operating Lease Liabilities | | 858,744 |
| Less: Current Maturities of Operating Lease Liabilities | | (36,568) |
| Remaining Balance of Operating Lease Liabilities | $ | 822,176 |

## NOTE 13 – NOTE PAYABLE

In December 2021, the Association entered into a financing agreement with City National Bank to fund the purchase of The Club, four retail units, and for project costs related to elevator modernization, two boilers, and a slide/splash pad. The promissory note's original balance was $20,000,000. The Association will make principal payments of $87,719 and interest (see below) over 240 monthly payments through to December 15, 2041.

The Association has entered into an Interest Rate Swap agreement with City National Bank. As part of the agreement, the Association's effective stated interest rate on the above Note Payable is 4.070%.

The Association incurred original debt issuance costs of $351,916 which will be amortized over the life of the Note Payable.

The balance of the Note Payable as of December 31, 2025 consists of the following:

| | | |
|---|---|---|
| Note Payable to City National Bank | $ | 16,842,106 |
| Less: Unamortized Debt Issuance Costs | | (281,386) |
| Long-Term Debt, Net of Unamortized Debt Issuance Costs | | 16,560,720 |
| Less: Current Maturities | | (1,052,632) |
| Total Note Payable, Net of Unamortized Debt Issuance Costs, Less Current Maturities | $ | 15,508,088 |

Amortization of the debt issuance costs is reported as interest expense on the accompanying Statement of Revenues, Expenditures, and Changes in Fund Balances (Deficit). In 2025, the Association recorded $17,596 in related amortization expenditures.

The principal payments due on the above note payable are as follows:

| Year Ended December 31 | | |
|---|---|---|
| 2026 | $ | 1,052,632 |
| 2027 | | 1,052,632 |
| 2028 | | 1,052,632 |
| 2029 | | 1,052,632 |
| 2030 | | 1,052,632 |
| 2031 and thereafter | | 11,297,560 |
| | $ | 16,560,720 |

## NOTE 14 - DATE OF MANAGEMENT REVIEW

In preparing the financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through the date of this Audit Report, the date that the financial statements were available to be issued.

# Exhibit "A"

## SUPPLEMENTARY INFORMATION

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## SUPPLEMENTARY INFORMATION ON OPERATING EXPENDITURES
### FOR THE YEAR ENDED DECEMBER 31, 2025
### PAGE ONE OF THREE

| | Actual | Budgeted (Unaudited) | Over (Under) Budget (Unaudited) |
|---|---|---|---|
| UTILITIES AND CABLE T.V. | | | |
| Electricity | $ 543,324 | $ 524,000 | $ 19,324 |
| Natural Gas | 47,213 | 3,600 | 43,613 |
| Telephone/Internet/Cable T.V. | 578,729 | 573,524 | 5,205 |
| Trash Removal | 161,299 | 156,416 | 4,883 |
| Water/Sewer | 524,574 | 546,013 | (21,439) |
| | $ 1,855,139 | $ 1,803,553 | $ 51,586 |
| CLUB EXPENSES | | | |
| Dues to Condominium Association | $ 343,314 | $ 331,129 | $ 12,185 |
| Fountains | 5,430 | 45,000 | (39,570) |
| Landscaping | 16,194 | - | 16,194 |
| Legal | 7,825 | - | 7,825 |
| Loan Interest Expense | 736,238 | 714,809 | 21,429 |
| Maintenance - Fitness Center | 2,393 | 6,973 | (4,580) |
| Maintenance - Materials | 35,912 | 29,000 | 6,912 |
| Maintenance - Pool and Spa Amenity | 101,729 | 72,000 | 29,729 |
| Maintenance - Pool Chairs | - | 1,000 | (1,000) |
| Maintenance - Pool Permits | 3,000 | 1,875 | 1,125 |
| Maintenance - Pool Repairs | 36,524 | 25,000 | 11,524 |
| Office Supplies | - | 1,200 | (1,200) |
| Property Taxes | 27,536 | 19,337 | 8,199 |
| SSG | 30,321 | 168,510 | (138,189) |
| Staff (Concierge) | 90,969 | 71,400 | 19,569 |
| Utilities - Cable/Internet | 3,409 | 5,200 | (1,791) |
| Utilities - Electricity | 69,249 | 56,057 | 13,192 |
| Utilities - Gas | 39,159 | 31,000 | 8,159 |
| Wristbands | 234,143 | 278,000 | (43,857) |
| | $ 1,783,345 | $ 1,857,490 | $ (74,145) |

The Accompanying Auditor's Report And Notes Are An Integral Part Of These Financial Statements.

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## SUPPLEMENTARY INFORMATION ON OPERATING EXPENDITURES
### FOR THE YEAR ENDED DECEMBER 31, 2025
### PAGE TWO OF THREE

| | Actual | Budgeted (Unaudited) | Over (Under) Budget (Unaudited) |
|---|---|---|---|
| SAFETY AND SECURITY | | | |
| Beach Access | $ 62,774 | $ 54,000 | $ 8,774 |
| Security Cameras Service and Repairs | 21,306 | 15,000 | 6,306 |
| | $ 84,080 | $ 69,000 | $ 15,080 |
| COMPENSATION | | | |
| Administrative Wages | $ 115,390 | $ 105,304 | $ 10,086 |
| Housekeeping/Porter Wages | 390,688 | 548,400 | (157,712) |
| Maintenance Wages | 341,051 | 184,462 | 156,589 |
| Manager Wages | 202,246 | 317,532 | (115,286) |
| Property Patrol | 858,699 | 792,688 | 66,011 |
| | $ 1,908,074 | $ 1,948,386 | $ (40,312) |
| CONTRACT SERVICES, REPAIRS, AND MAINTENANCE | | | |
| Electrical Supplies and Repairs | $ 41,095 | $ 44,247 | $ (3,152) |
| Elevator Service and Repairs | 43,563 | 96,537 | (52,974) |
| Equipment Repairs and Maintenance | 12,093 | 38,870 | (26,777) |
| Fire and Life Safety Systems | 128,444 | 126,653 | 1,791 |
| General Repairs, Maintenance, and Supplies | 193,014 | 192,164 | 850 |
| HVAC Repairs and Maintenance | 56,609 | 94,372 | (37,763) |
| Lake/Fountain Service and Repairs | 12,355 | - | 12,355 |
| Landscaping Service | 157,943 | 157,926 | 17 |
| Parking Facility Maintenance | - | 300 | (300) |
| Pest Control | 20,199 | 25,205 | (5,006) |
| Plumbing Repairs and Supplies | 27,939 | 35,000 | (7,061) |
| Pool Amenity (10th Floor) | 51,775 | 51,775 | - |
| RFID Gate Controls | 58,111 | 125,000 | (66,889) |
| | $ 803,140 | $ 988,049 | $ (184,909) |
| MANAGEMENT FEES | $ 53,404 | $ 56,529 | $ (3,125) |
| INSURANCE | $ 1,744,611 | $ 1,994,000 | $ (249,389) |

The Accompanying Auditor's Report And Notes Are An Integral Part Of These Financial Statements.

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## SUPPLEMENTARY INFORMATION ON OPERATING EXPENDITURES
### FOR THE YEAR ENDED DECEMBER 31, 2025
### PAGE THREE OF THREE

| | Actual | Budgeted (Unaudited) | Over (Under) Budget (Unaudited) |
|---|---|---|---|
| GENERAL AND ADMINISTRATIVE | | | |
| Accounting, Audit, and Tax Preparation | $ 14,900 | $ 22,900 | $ (8,000) |
| Administration | 19,852 | 19,500 | 352 |
| Beach Access - Lease Payments | 64,939 | 56,961 | 7,978 |
| Collections | 51,873 | 45,000 | 6,873 |
| Computer Supplies and Services | 2,268 | 2,900 | (632) |
| Coupons | - | 8,000 | (8,000) |
| Employee Expenses | 5,867 | 6,050 | (183) |
| Homeowner Services | - | 2,360 | (2,360) |
| Legal | 224,702 | 55,000 | 169,702 |
| Licenses, Fees, and Inspections | 12,166 | 11,430 | 736 |
| Office Supplies and Printing | 19,508 | 19,500 | 8 |
| Postage | 3,866 | 1,000 | 2,866 |
| Professional Fees | 3,359 | 9,000 | (5,641) |
| | $ 423,300 | $ 259,601 | $ 163,699 |
| DEPRECIATION | $ 461,538 | $ - | $ 461,538 |
| PROVISION FOR CREDIT LOSSES ON ACCOUNTS RECEIVABLE | $ 80,101 | $ - | $ 80,661 |
| CLUB LOAN * | $ - | $ 1,052,632 | $ (1,052,632) |
| FEDERAL AND STATE INCOME TAXES | | | |
| Federal Income Taxes | $ 52,572 | $ - | $ 52,572 |
| State Income Taxes | 11,142 | - | 11,142 |
| | $ 63,714 | $ - | $ 63,714 |
| Reserve Replenish | $ - | $ 356,500 | $ (356,500) |
| TOTAL EXPENDITURES | $ 9,260,446 | $ 10,385,740 | $ (1,125,294) |

* - The Association has budgeted $1,052,632 for the principal repayment of the Note Payable, as described further in NOTE 13 to the Financial Statements. As per Generally Accepted Accounting Principles in the United States, principal payments flow through the Statement of Cash Flows and therefore actual principal payments are not reflected on this Supplementary Information.

The Accompanying Auditor's Report And Notes Are An Integral Part Of These Financial Statements.

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## Supplementary Information on Future Major Repairs and Replacements
## December 31, 2025
### (Unaudited)
### PAGE ONE OF TWO

The Association completed an independent reserve study conducted in December 2024 to determine the estimated remaining useful lives and current replacement costs of certain major components of common property. The estimates below have not been updated since December 2024. The following reserve funding is included in the 2026 budget:

| | | |
|---|---|---|
| 2026 Funding for Non-SIRS Reserves | $ | 725,000 |
| 2026 Funding for Mandatory SIRS Reserves | | 1,458,575 |
| **Total Reserve Funding Budgeted For 2026** | $ | 2,183,575 |

The following table presents significant information about the components and funding of common structural integrity reserve study (SIRS) property and is based on the latest estimates available:

| Summarized SIRS Components | Estimated Remaining Useful Lives (Years) | | Estimated Current Replacement Costs |
|---|---|---|---|
| Concrete Restoration | 9 - 24 | $ | 3,135,823 |
| Cooling Towers | 5 - 6 | | 963,500 |
| Electrical | 25 | | 1,125,219 |
| Fire Safety Systems | 0 - 25 | | 2,364,552 |
| Generators | 1 - 2 | | 205,592 |
| Painting, Waterproofing, and Stucco | 0 - 14 | | 2,689,710 |
| Plumbing | 35 - 51 | | 1,881,900 |
| Pool and Spa | 0 - 5 | | 1,098,627 |
| Railings | 23 | | 5,276,208 |
| Reserve Studies | 8 - 11 | | 32,795 |
| Roofs | 2 - 14 | | 2,724,544 |
| Rooftop Exhaust Fans | 1 | | 33,825 |
| Seawall | 4 | | 839,475 |
| Stairways | 8 - 10 | | 3,382,500 |
| Water Pumps | 0 - 34 | | 1,242,000 |
| Waterproofing Membrane | 4 - 18 | | 978,824 |
| Windows and Doors | 20 - 40 | | 3,108,896 |
| TOTAL | | $ | 26,984,667 |

# Exhibit "A"

## Laketown Wharf Resort Community Association, Inc.
## Supplementary Information on Future Major Repairs and Replacements
## December 31, 2025
### (Unaudited)
### PAGE TWO OF TWO

The estimates below have not been updated since December 2024. The following table presents significant information about the components and funding of common non-SIRS property and is based on the latest estimates available:

| Summarized non-SIRS Components | Estimated Remaining Useful Lives (Years) | | Estimated Current Replacement Costs |
|---|---|---|---|
| Access Control and Security | 4 - 7 | $ | 28,905 |
| Awnings | 3 - 18 | | 1,011,384 |
| Docks | 29 | | 1,194,853 |
| Fence and Perimeter Walls | 2 - 9 | | 186,706 |
| Fitness Equipment | 0 - 3 | | 64,267 |
| Flooring | 2 - 3 | | 613,456 |
| Fountains | 0 - 8 | | 286,150 |
| Furniture | 0 - 4 | | 45,000 |
| Gazebo and Pergola | 4 | | 116,456 |
| Golf Carts | 3 | | 33,312 |
| HVAC | 0 - 8 | | 164,372 |
| Irrigation | 10 | | 13,200 |
| Interior Renovations | 4 - 5 | | 55,349 |
| Landscaping | 0 - 6 | | 214,866 |
| Lift Station | 6 | | 13,838 |
| Lighting | 0 - 10 | | 719,381 |
| Machinery | 4 - 26 | | 4,600,201 |
| Mailboxes | 14 | | 152,500 |
| Monuments and Signage | 0 - 5 | | 202,963 |
| Paving | 0 - 14 | | 633,089 |
| Pickel Ball Courts | 1 - 20 | | 7,289 |
| Pool and Spa | 0 - 19 | | 446,222 |
| Trash Chute | 14 | | 258,300 |
| TOTAL | | $ | 11,062,059 |

# Exhibit "B"

## In The Matter Of:

*Laketown Wahrf Resort Community Association, Inc. v. LTW Lobby, LLC, et al*

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*Videotaped Deposition of Randal Scot Bradshaw*
*June 8, 2026*

---


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*Min-U-Script® with Word Index*

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IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.
a Florida not-for-profit corporation,

Plaintiff,

vs. Case No. 24000822CA

LTW LOBBY, LLC, a Florida limited
liability company and LTW COMMERCIAL 1, LLC,
a Florida limited liability company,

Defendants,

---

LTW LOBBY, LLC, a Florida limited
Liability company, LTW COMMERCIAL 1, LLC,
a Florida limited liability company,
LTW COMMERCIAL 2, LLC,
a Florida limited liability company, and
CLARA Y. PEASE, Individually,

Counter-Plaintiffs / Third-Party Plaintiffs,

vs.

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.,
RANDAL "RANDY" BRADSHAW,
MARK MEADE, MATTHEW ALVA GRUMBACH,
MICHAEL LYNN, PETER GADALETA,
KENNETH REDMON, and
PHIL ZAFFOS, Individually,

Counter-Defendants / Third-Party Defendants.
/

VIDEOTAPED DEPOSITION OF: RANDAL SCOT BRADSHAW
ON BEHALF OF: Defendants/
Counter-Plaintiffs/
Third-Party Plaintiffs
DATE: Wednesday, June 8, 2025
TIME: COMMENCING AT: 9:05 a.m.
CONCLUDING AT: 4:17 p.m.
(CENTRAL STANDARD TIME)
LOCATION: VIA VIDEOCONFERENCE (ZOOM)

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APPEARANCES:

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Attorney for Defendants, Counter-Plaintiffs,
and Third-Party Plaintiffs.

ALSO PRESENT:

Nicholas Kramer, videographer
Precision Reporting & Video

Clara Pease

Michelle McGee

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MARKED FOR IDENTIFICATION:

MARKED DESCRIPTION PAGE

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PROCEEDINGS

THE VIDEOGRAPHER: The time is now 9:05 a.m. Central. Today's date is June 8, 2026. And this begins the video-recorded deposition of Randal Bradshaw being held via Zoom, taken in the matter of Laketown Wharf Resort Community Association, Inc., v. LTW Lobby, LLC, et al., and LTW Lobby, LLC, et al., v. Laketown Wharf Resort Community Association, Inc., et al.

The videographer is Nicholas Kramer. And the court reporter is Karen Ruiz. We are both representing Precision Reporting & Video.

Counsel, will you please announce your name and whom you represent.

MS. MADDALENA: Good morning. Julia Maddalena. I represent the defendants in this case, counter-plaintiffs, and third-party plaintiffs.

MR. MILLER: Grayson Miller. I represent the association as well as the individual board of director defendants.

MS. CURETON: And Sarah Cureton. I represent Laketown Wharf Community Association.

THE COURT REPORTER: Mr. Bradshaw, if you'll please raise your hand.

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Do you solemnly swear or affirm that the testimony you're about to give in this cause will be the truth, the whole truth, and nothing but the truth?

THE WITNESS: I do.

THE COURT REPORTER: Thank you.

RANDAL SCOT BRADSHAW,

the witness herein, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. MADDALENA:

Q Good morning, Mr. Bradshaw. My name is Julia Maddalena. I represent several corporate entities in this case. I also represent Clara Pease and a management company, Emerald View.

And I'll spend a little bit more time later today going through all those parties and entities involved in -- in these cases, but for now I just wanted to introduce myself. I don't know that we've ever had the pleasure of meeting directly. You know, a deposition is the rare opportunity that I have to be able to speak with you directly through the supervision of your attorneys.

Let me start by asking you: Have you ever been deposed before?

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A Yes.

Q Okay. How many times?

A I'm uncertain. Several. I had -- I worked in -- in -- in fire service. So over my 30-year career we had a few cases that had -- that required depositions.

Q Okay. And so in those cases would you have been a witness as an emergency responder?

A Yes, primarily --

Q Okay.

A -- was a witness.

Q Have you ever been deposed as a party to a case?

A No.

Q Okay. So you probably understand the ground rules, but just so I can make sure that I have gone through them with you, this is a question-and-answer session. If you need any breaks today, please feel free to let me know. I'll be glad to do that at any time. I would just ask if there's a question pending that you answer the question and then we can gladly take that break.

I do anticipate that we will probably be here most of the day today. If you cannot hear me or have difficulty hearing me -- I know we're on Zoom. You had

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mentioned maybe the potential for an Internet disconnect or something like that. We'll just pause. We'll reset. And I'll be able to ask that again. Hopefully, we'll get you -- get you connected. But if you ever can't hear me, you know, feel free to -- to wave your hands, and -- and we'll halt the proceedings and get that fixed.

Do you understand, sir, that you've now been sworn in under oath and you are compelled to tell the truth in this proceeding?

A Yes.

Q And I'll do my best to ask you direct questions. I appreciate direct answers. I think it'll help all of us move through things a little faster. If -- but if you ever need clarification, if I've asked a poor question, something like that, please just let me know. I'll be glad to rephrase it.

You may hear objections from legal counsel. Those are typically going to be an attorney saying "form" after a question is asked. Unless you are instructed not to answer the question, we will allow those objections to be captured for our record here today, but you are still obligated to answer the question.

So it does help in these types of Zoom

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depositions -- if I ask my question, we kind of have a -- a little bit of a pause. You have your answer. I'll pause. And that will allow the attorneys, Mr. Miller and Ms. Cureton, to chime in if they need to preserve something for the record.
A Okay.
Q Sure. And then you also may hear me prompt you. Sometimes people may say "uh-huh" or "uh-uh" or shake their head, just as we might do in normal conversation. For the record, if that occurs, I may prompt you to clarify, "Was that a yes or a no?" not trying to be rude by doing that, but just making sure that we have a clear -- clear understanding.
Where are you located presently, sir?
A Forks, Washington.
Q And is that where you primarily live?
A No. I come here on summer break.
Q Where's your primary residence?
A Panama City Beach.
Q And is that Laketown Wharf?
A Yes.
Q When the court reporter was asking for your driver's license address, I heard a different address that wasn't Laketown Wharf. Is that a different property that you own in Bay County?

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A It's been -- I did, yes. It's been sold here recently.
Q Okay. So at present your primary residence -- and is it correct that the only property you have is in Bay County?
A Correct.
Q Is there anyone in the room with you today?
A No. There may be from time to time. I'm at home. So do you want me to stop if somebody enters the room?
Q Well, who is it that might possibly enter the room?
A It -- it -- it may -- I'm not entirely sure. There's people that I know will stop in from time to time. It's a pretty informal place here.
Q Okay. And I guess to be more specific, is it family members or folks living with you in that --
A No. Friends. Friends.
Q Is it possible to latch or lock a door so that we don't have any interruptions?
A I can do that. Can I take a pause to do that?
Q Yeah. Let's do that.
A Thank you.
THE VIDEOGRAPHER: Do you want to go off the

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video record?
MS. MADDALENA: Hopefully, it only takes a second.
(Brief pause).
THE WITNESS: Are we on or off the record?
BY MS. MADDALENA:
Q Still on.
A I want to do it -- okay. To be clear, I have -- I'm up here to fish, so I have friends that should be showing up here at some point. And I didn't expect that this was going to be an all-day thing, so . . .
Q Okay. Well, if they're knocking and that's a time that you need to take a break to -- to let them know, we can certainly do that.
A All right. Thank you.
Q And I probably should have asked you this at the beginning, but for the record, can you please state your full name and your date of birth.
A Randal Scot Bradshaw, June 17th, 1964.
Q And at the location in Washington where you are presently, is there anyone living or staying with you there?
A Not -- well, again, I come up here primarily to fish, so I have friends of mine coming up all summer

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long.
Q Okay. But these would be in the nature of visitors, not someone permanently residing with you?
A Correct.
Q What about the Laketown Wharf property; does anybody permanently reside with you there?
A No.
Q What did you do to prepare for your deposition today, sir?
A I --
MR. MILLER: Well, Randy and I didn't meet, but I would still say don't -- as I'm your attorney, don't discuss the specifics of anything you discussed with counsel. That would be attorney-client privilege.
THE WITNESS: Yeah. I'm . . .
BY MS. MADDALENA:
Q Sure. And let me clarify the question. Other than speaking with an attorney that represents you, is there anything else that you did to prepare for your deposition today?
A No.
Q Did you review any documents at all?
A No. I wasn't given any documents to review.
Q Do you have any documents with you, in front

of you, on the table, or anything that we can't see?
A No.
Q So there's a lot of different parties, both individuals and corporate entities, involved in the various lawsuits between Laketown Wharf and -- and other people. I'm going to start by kind of going through each of those to make sure that we all understand who and what we're talking about and understand your relationship with -- with any of those entities.
First I'm going to actually start with you. So you introduced yourself as Randal Bradshaw. Do you sometimes go by Randy?
A Yes.
Q And where were you born, sir, just generally? A different state? Was it Florida?
A Washington State.
Q Is that where you spent most of your time?
A That's correct.
Q What's your highest level of education?
A Associate's degree.
Q And you had mentioned a 30-year career in the fire service. Were you a firefighter?
A That's correct.
Q What brought you down to Florida?



A Warm weather.
Q And when about did that first occur?
A Residing or visiting?
Q Residing.
A Oh, probably five years ago or so.
Q Was that when you purchased the Laketown Wharf unit?
A I didn't -- yeah, I purchased a unit at Laketown Wharf. I didn't reside there at that time.
Q In looking at the deed history, it looks like it was -- the unit currently owned by you was purchased in 2019; does that sound correct?
A That's probably correct, yeah.
Q And, then, I think you indicated at the time that you bought that, that was not where you permanently resided; is that correct?
A That's correct. It was not my primary residence.
Q What was the intention behind purchasing the unit?
A To -- well, as a -- to live in and then it changed to short-term rental, so -- and then it -- ended up living there, so . . .
Q When did that become your residence?
A I -- February of '24-ish.



Q Okay. So from approximately -- the purchase in 2019 to about February 2024, would it be fair to say that that unit was used as a rental?
A That's correct. It's still used as a rental when I'm not there.
Q Okay. And how often is it that you're not there and renting it?
A Every summer. I'm not there during the summer.
Q Okay. What was the purpose of purchasing the property in Bay Point?
A As a residence.
Q And when was that purchased?
A I'm not -- I don't recall, about the same time as the property at -- at Laketown. It may have been a year after.
Q And I think at the time we were discussing that with the court reporter we were off the record. So just for record purposes, what was the address of that parcel?
A 1728 Wahoo Circle.
Q And so when the Wahoo Circle property was purchased, did you reside there at that time?
A Not immediately, no.
Q Would you have been still primarily residing



in Washington?
A That's correct.
Q When did you move into the Wahoo Circle property?
A After I retired. I'm not entirely sure on my days. I can look them up. It was after I purchased the property. You know, that was during COVID and everything else, so it kind of changed life plans for a lot of people.
Q Sure. Were you living there prior to making the Laketown Wharf unit your primary residence in about February of '24?
A Yes.
Q And -- and what made you decide to move from the Wahoo Circle property to Laketown Wharf?
A Divorce.
Q And what is your wife's name -- or ex-wife? Excuse me.
A Debbie Ehlers.
MR. MILLER: Can you spell that for our court reporter.
THE WITNESS: D-e-b-b-i-e, E-h-l-e-r-s.
BY MS. MADDALENA:
Q And when was that divorce finalized?
A I'm not entirely certain. Things in Bay

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County take a long time to happen. I think it was final in April/May last year.
Q So maybe April/May of 2025?
A Correct.
Q And as part of that divorce, did Ms. Ehlers quitclaim her interest in the Laketown parcel to you?
A That's correct.
Q While you were in the process of divorcing, were you living together?
A Off and on.
Q Since the divorce have you lived together?
A Off and on.
Q Do you know where she is residing currently?
A I do not.
Q Do you know if it's in Bay County?
A I'm uncertain.
Q How often do you communicate with her?
A Not often.
Q Do you know her telephone number?
A I assume it's the same as it's been.
Q And what's that?
A Am I required to answer questions about other people?
Q Yes.
A 360-221 -- or 360-721-1087.

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Q Okay. Thank you.
The unit that you own at Laketown Wharf, is that Unit 1307?
A That's correct.
Q Have you ever owned any other unit at Laketown Wharf?
A I'm a partial owner in 1308.
Q And who do you own that with?
A My parents.
Q Is that used as a rental?
A That's correct.
Q What made you pick Laketown Wharf as a place where you wanted to buy a unit?
A Initially, good pricing on a property that had a lot of upside potential, I thought, at the time.
Q And what makes you say you thought it was at the time? I guess I'm understanding that maybe that has changed by your tone.
A If the same opportunity presented itself today, I would not purchase at Laketown Wharf.
Q And why is that?
A Probably the long history of mismanagement and financial difficulties that they're probably currently in.
Q Can you describe for me what you mean by the

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history of mismanagement and the financial difficulties.
A They now have a huge loan. They -- you know, the conditions are not the same as what I purchased in.
Q Other than the loan, when you're talking about these conditions, can you be any more specific than that.
A Well, there's a lot -- at the time there wasn't -- when I purchased, there wasn't a lot of individual owners. It was bulk-owned. And so the bulk owner was transitioning out. And, of course, he had units that he was selling, but in the past numerous years, there's been, you know, probably 100 or so units for sale there so -- doesn't indicate stability.
It wouldn't be anything that I would purchase today. And -- and, actually, had I looked at it a little closer at the time, I probably wouldn't have purchased in '19 either.
Q Why is that?
A Because I -- well, because I know a lot more now about condos and -- and condos in Bay County specifically than I did in '19, probably like a lot of owners that have purchased in -- in -- condos in Bay County.
Q What's so distinctive about condos in Bay

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County?
A I don't have familiarity with condos anywhere else, so . . .
Q Do you -- is it your understanding that condos are county-regulated?
A No. There's -- I -- I don't understand your question.
Q Yeah. I guess I'm just -- there's, I think, two parts to the answer that I would like to understand. So part number one, you indicated that you did not know much about condos generally --
A When I purchased, I had never owned a condo anywhere, and I wasn't familiar with condominiums. I am familiar with condos in Bay County because I own a condo in Bay County. I'm not -- well, more specifically, Panama City Beach. A lot has changed in Panama City Beach in condo ownership since 2019. And I can't speak to condos anywhere else in the country because I've never owned them, nor have I looked into their markets or regulation or anything else.
Q Okay. And the things that have changed -- you gave the example of a huge loan, which appears to be condo-specific to one. And so I guess I'm trying to understand what you think --
A There -- there's -- there's -- there's

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$20 million in debt that this -- in -- in a loan that this condo took on since -- condo association took on since I purchased there, so . . .
Q Yeah. And we'll get into that. I guess I'm just trying to understand. Do you think there's something unique about Bay County or even Panama City Beach if that's what you were suggesting?
A I think a lot of things have changed in Panama City Beach since I purchased in 2019.
Q And what are those things that have changed?
A Well, for one, there's a lot more units on the market. For two, for short-term regulation, taxation and regulation has changed for a few. And those are all city-driven.
Q Are you the current president of the board of directors for Laketown Wharf?
A That's -- yes.
Q And when did you take that position?
A The position as president or the position on the board?
Q Let's start with the board.
A Late October of '24.
Q And, then, how long have you been serving as the president?
A Since first couple of -- first part of

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December of '24.
I -- may have been --
Q Let me --
A May have actually been mid November, somewhere in there. It was -- it was two to three weeks after being elected onto the board.
Q And how long is your term on the board?
A Till October of '26, this year.
Q Are you intending to run again for the board?
A I haven't decided.
Q Do you know when the election in October 2026 will be held?
A They -- it hasn't been announced. I believe it's the third Saturday in October, so whatever that is, whatever the docs indicate.
Q Why did you decide to run for the board at Laketown Wharf?
A Because I was requested to run numerous times.
Q And who requested that?
A Several -- several people.
Q Who specifically?
A Peter Gadaleta on the board. I had Marisol Beatty -- numerous people, numerous people that were owners at Laketown Wharf.

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Q And what was the content of those conversations?
A That I should run for the board.
Q Why did they believe that?
A I can't speculate why they believed that I should run for the board. Maybe they weren't happy with the way things were being run. You -- I have no idea.
Q So you don't have any recall of a conversation with these people other than a statement, "You should run for the board," without elaboration?
A That's basically how it went because I was pretty adamant against running for the board, to tell you the truth.
Q Is it correct that you started a GoFundMe to collect legal fees as part of your campaign to run for the board?
A That is not correct.
Q And, I guess, let me back up. Have you ever done a GoFundMe?
A No, I have not.
Q And when I say GoFundMe, do you -- do you understand what I'm talking about?
A I'm familiar with GoFundMe. I have never in my life started any GoFundMe account to collect for any

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purpose.
Q Did your wife ever start a GoFundMe account to collect for legal fees?
A I have no idea what she may or may not have done.
Q So if there was a GoFundMe that existed that was traced back to a P.O. Box that you own, would you deny any involvement in that?
A Any involvement in GoFundMe, in starting the GoFundMe account? I never have started a GoFundMe account.
Q Have you ever had any donations mailed to a P.O. Box that you maintained?
A That I personally maintain?
Q Yes.
A No.
Q Did you ever post online about raising legal fees prior to being on the board of directors with the intention that those legal fees would be used to sue people associated with Laketown Wharf?
A Never have I done that.
Q When you started your tenure on the board of directors, who was the community management company?
A When I started my tenure on the board, the community management company was GrandManors. During

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my tenure on the board, GrandManors changed their name to RealManage.
Q And at some point -- and we'll dig into it further, but at some point, I believe, at the end of March of this year, 2026, was there a new management company that came in?
A In March -- April 1 of 2026, they -- we transitioned to FirstService.
Q And is FirstService the current community management company?
A Yes.
Q What are your goals -- or what have been your goals while you've been in office as president?
A Well, my -- what I would like to see done at Laketown is to repair the years of deferred maintenance that we've had on our building. And we are working towards those goals. That's my primary goal.
Q And what -- what repairs have been made to attempt to address deferred maintenance?
A What repairs have been -- one is we're currently working on elevators. We had elevator door surrounds that were perforated and rotted through when I first visited the property in 2020 that -- they have been corrected. Most of the things we're working with our engineering firm, and they're currently in the bid

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process, planning -- starting these projects in September.
We're currently in a bid process on a roof that's -- hoping to start September. We're currently working on some other roof and pool deck projects and garage coating projects and things of that nature, mostly envelope projects for the property.
Q Are the stairs -- are those final stacks of stairs on the list to be completed?
A The final stacks of -- I'm not sure I understand your question.
Q Sure. As I understand it, there was a time when certain stairwells were shut down and certain units had to be evacuated at Laketown Wharf. Do you recall that?
A I was not on the board then, but I do recall them shutting stairwells down, yes, for repairs.
Q Is it your understanding that certain stairwells were repaired but there are still stairwells that remain out of code compliance?
A That's not my understanding.
Q So you haven't reviewed any documents or seen any correspondence in relation to I believe it's two stairwells still needing to be completed for code compliance?

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A I don't think that your question is accurate. Yes, I have reviewed those, and they require an annual inspection and certification by the engineering firm that originally engineered repairs to the stairwells. So they are still in operation. They probably will need to be replaced at some point but has not required replacement at this point.
Q Who is the current engineering firm that the association's working with?
A Well, for what? For the stairwells or for -- for which project?
Q Are there different engineers for different projects?
A There are.
Q Can you just list off any of the engineers that the association is currently working with that come to mind.
A Well, currently, we're working with RJH, which was the engineering firm that had -- did the -- had managed the stairwell reconstruction that was before my time. And we're working with Dynamic Engineering for envelope projects. They're an envelope -- or a weatherproofing, I guess, engineering firm. They're not structural. So they do -- they do subcontract with structural engineering.

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We have had some structural engineering work that's in conjunction with -- with their plans for weatherproofing. For instance, they've had ramps in the south garage that have been broken loose from each other for several years. And they're engineering a repair for that so we can coat those surfaces.
Q And just to make sure I heard you correctly on the name, I heard Dynamic, and then there was one that was a series of letters. Was it RJAH?
A RJH.
Q H. RJH. Okay. Got it.
A And they are the ones that had done the stairwell engineering. They've done several projects around the property.
Q By my count there are three lawsuits and now one very recent arbitration proceeding, all filed by the association against my clients, on some iteration of my clients. Do you know how much money has been spent in legal fees to pursue those proceedings?
A I do not.
MR. MILLER: What's -- what's the relevance of that? Well, I guess he doesn't know.
MS. MADDALENA: My follow-up question was going to be, "Do you believe that those resources would be better spent pursuing these deferred

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maintenance projects for the community?"
MR. MILLER: I think I'm going to --
THE WITNESS: Well --
MR. MILLER: Wait. Wait. Wait.
I would object and instruct him not to answer. I mean, I think how much has been in -- spent in legal is -- is protected. It's essentially part of the attorney-client privilege and work product, I would say, so I'd instruct him not to answer.
MS. MADDALENA: And I -- and I'm -- I've moved on from the amount, and I'm simply asking for any resources devoted to legal proceedings.
BY MS. MADDALENA:
Q Do you believe that that money would have been better spent for deferred maintenance projects?
MR. MILLER: Yeah. Okay. That's fair.
THE WITNESS: Well, there's two -- there's two different -- you're talking about two different things. Legal comes out of our operational expenses for the condominium association. And most of these projects come out of reserve funding. So they're not the same thing.

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BY MS. MADDALENA:
Q Do you think, then, that funds out of operating for legal expenses would be better suited to be spent on any other operational expenses of the association?
A I think it's important that we protect the property rights of the owners. And I have a fiduciary responsibility to protect the property rights of our owners.
Q We'll go into -- in more detail on those. Overall, what is your opinion of your presidency?
A What do you mean what is my opinion of my presidency? I'm not --
Q Do you think --
A -- understanding your question.
Q -- you're doing a good? A poor job? Like, how would you rate your performance?
A I think that, given the -- the long history and factors that we have in place, I've done a better-than-average job.
Q What do you think are your strengths as president?
A I think that my strengths as president is organization and moving projects forward in a

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thoughtful manner.
Q And do you view yourself as having any weaknesses as president?
A Well, personally, I would like to see things done faster than what they get done, but those are not all in my control, so . . .
I'm one of -- I'm one of seven voices on a -- on a board. And we do not all have the same priorities.
Q How often does the board of directors meet? Is that a regular schedule?
A We have a scheduled, once-monthly regular meeting, but we have meetings more often than that, as needed.
Q And then as -- as part of your role both as a director but certainly as the president, have you familiarized yourself with the governing documents of Laketown Wharf?
A Yes.
Q Have you read the original declaration?
A Yes. And I've read the amended declaration as well.
Q And as I understand it, there's a -- there's a first amended declaration; there's also a second amendment to the declaration. Are you familiar with

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that?
A Yes.
Q And then also associated with the governing documents would be the bylaws and articles of incorporation. Are you familiar with those?
A Yes.
Q The timing of those is -- is prior to 2019, so is it fair to say that you were not involved in drafting any of those documents?
A That's correct.
Q And then at issue in this particular case that we're here on today, there are two different easements that have been recorded, one from 2013 and one from 2019. Have you read those?
A Yes.
Q And were you involved in drafting either of those easements?
A I was not.
Q And understanding the timeline of your service on the board, you were not on the board at the time that those easements were negotiated and executed; correct?
A I was not.
Q And then we talked about -- there are several different proceedings -- come swirling among these

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particular parties. Are you familiar with the three lawsuits that are currently pending that were initiated by the association?
A I am.
Q And as I understand it, there's this case, which was filed in 2024; there was a -- what I'll call the RICO or fraud case filed in 2025; and then a lobby ejectment case filed in 2026. Do all of those sound familiar to you?
A They do.
Q And, then, are you aware that within, I think, the last few days there's been a new proceeding initiated by the association in front of the DBPR relating to an alleged material alteration?
A That's correct.
Q Are there any other proceedings currently pending that were filed by the association against any of my clients?
A Not that I'm aware of.
Q Since you were an owner in 2021 during the time of the club purchase, are you familiar with the history of that club purchase and how that transpired?
A Yes, I'm familiar with the club purchase and --
Q Oh.

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A -- how it . . .
Q Okay. What --
THE COURT REPORTER: I'm sorry. I'm not sure I got the last few words.
You said, "Yes, I'm familiar with the club purchase and" . . .
THE WITNESS: How it transpired.
THE COURT REPORTER: Thank you.
THE WITNESS: You're welcome.
BY MS. MADDALENA:
Q What -- what documents have you reviewed in relation to the 2021 club purchase during your presidency?
A I've reviewed many documents related to the club purchase.
Q Can you be a little more specific about what you recall looking at.
A Well, I've looked at the -- the club agreement prior to the purchase. I've looked at documents related to the purchase. I'm -- unfortunately, the COA doesn't have documents because, apparently, there was a nondisclosure that needed to be signed for -- for gathering document -- or gathering certain particular information about the club purchase. I'm familiar with the bank loan documents and so on.

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Q You referenced the association doesn't have some documents because there was a nondisclosure that needed to be signed. Can you explain that to me. I'm unfamiliar with that.
A Well, apparently, in order to get certain documents related to the purchase of the club, board members were required to sign nondisclosure documents in order to see those related documents. Two of the board members at the time signed them. One did not. And neither of the board members that signed them have disclosed what they were given or if they were given anything --
Q Who --
A -- that helped with their decision to -- to move forward with the club purchase.
Q So who was asking board members to sign a nondisclosure agreement?
A Donovan Smith or his -- the -- the owner of the club. Who -- what -- whoever the -- the -- the entity was that sold the club was the one that was asking for the nondisclosure agreements to be signed.
Q And have you actually seen a copy of this nondisclosure agreement?
A I have.
Q And whose -- who were the ones that signed

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it?
A Zach Shewmaker and Terry Lester.
Q And who were the ones who did not sign, board members?
A Beverly Cowart.
Q And what -- what do you understand was to be produced by Donovan Smith under this nondisclosure agreement if signed?
A It's not disclosed.
Q So would it be fair to say you don't know what the association is missing or what was withheld by Mr. Smith under the NDA?
A That's correct. I have no idea of knowing. So there may or may not be other documents that I haven't been able to review.
Q Okay. And so there may be other documents but, admittedly, it sounds like there may not be? We just don't know the answer to that; is that fair?
A That's fair.
Q Have you asked Zach or Terry directly whether they received any documents after signing the NDAs?
A I have not. I have no contact with Terry. Terry quickly sold after this club purchase and left the building. And Zach is -- he sold as well and, as I understand, has a very minority stake in one of the

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retail properties.
Q Have you ever talked with Beverly Cowart -- why she did not sign the NDA?
A I haven't talked to her as to why she didn't sign it, so I can't speculate as to why she wouldn't sign it. I -- yeah.
Q Do you know who Beverly Cowart is?
A I do know who Beverly Cowart is.
Q Are you friendly in the sense of you communicate with her casually?
A I have communicated with her in the past, yes, when she was on the property and a member of the board.
Q And -- and she was on the board at the time of the club purchase; correct?
A That's correct.
Q Now, I noticed in the -- what I'll call the RICO fraud case filed in 2025 Zach and Terry are named as defendants. Beverly Cowart is not named as a defendant. Why is that?
MR. MILLER: I -- I don't know the circumstances, Randy, but I would just say if that's something that was discussed with the attorneys --
THE WITNESS: Yes.

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MR. MILLER: -- be careful about violating anything attorney-client --
THE WITNESS: That's --
MR. MILLER: -- privilege.
THE WITNESS: That's exactly correct. That's -- it's strategy of the attorneys.
BY MS. MADDALENA:
Q Okay. Do you have any evidence that Beverly Cowart participated in the allegations, similar allegations, as those made against Zach and Terry in that RICO fraud case?
A You would have to talk to my attorneys.
Q You're not aware of any particular evidence relating to Beverly Cowart as it relates to the -- any wrongdoing about the 2021 club purchase?
A I'm not aware of any -- not entirely sure I understood your question there.
Q Sure. So in the 2025 RICO fraud case, there are allegations lodged against Zachary Shewmaker and Terry Lester in their role as board members, that they engaged in wrongdoing in relation to that club purchase.
Do you have any evidence that Beverly Cowart engaged in that same wrongdoing?
A I don't.

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MR. MILLER: And I think -- I think this potentially implicates attorney-client privilege because, I mean, what constitutes legal wrongdoing would probably involve discussions with counsel.
THE WITNESS: Yeah.
BY MS. MADDALENA:
Q All right. We'll dig into that a little bit further later today. I think if we're talking about facts and evidence, documents, right, facts, then that's fair game. I'm not asking for strategy discussed with your lawyers or -- or anything like that, just trying to understand facts and evidence and what exists, what doesn't exist, what you know, what you don't know, those types of things.
MR. MILLER: Again, I think -- I mean, it sounds like you're moving on for now, but I -- I think I generally agree. But if you use the word "wrongdoing," I think it would need to be more fact-targeted rather than sort of a legal conclusion-type question.
MS. MADDALENA: Yeah. I think it will help to be more specific. Absolutely. We'll -- we'll get there.
BY MS. MADDALENA:
Q In your role as president, are you familiar

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with the financial records of the association?
A Yes.
Q Does that include the annual audit that is produced by the association?
A Yes.
Q Have you reviewed the association's 2025 audit and financial statements?
A Yes.
Q Did you personally work with the CPA to develop those records?
A I did not personally work with the CPA to develop the records. I'm not -- not entirely sure what you're asking, but I don't -- didn't work directly with the CPA to produce the audit. I mean, he's an independent auditor.
Q Sure. I guess what I'm asking is -- sometimes an accountant may need more documents or they may have clarifying questions or, you know, it can be an ongoing relationship with that accountant to develop, you know, the final audit product. And my question is just: Were you personally doing some of those tasks or were those delegated to others?
A That would have been primarily the CAM and the management company providing the documents to the accountant.

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Q In your role as president, do you sign tax returns or other financial statements associated with the association?
A Yes.
Q And when you sign those financial records, is that after you've reviewed them?
A Well, in which case? The audit has to be accepted by the board. Then I have to sign it, yes.
Q Okay. So for the 2025 audit, was that presented to the board for a vote of acceptance by the entire board?
A Yes.
Q And then, if approved, it gets signed by the president; am I understanding that correctly?
A That's the process, yes.
Q And in this case was that done for the 2025 audit?
A Yes. And it was also done for the 2024 audit of which -- of which we had -- I had very little input or discussion. It was basically, "Here's the audit for 2024."
Q In your role as president, how involved were you in the election that occurred last year in October of 2025?
A Which election?

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Q The election for the board of directors that occurred in October of 2025, so last year's election vote.
A I had no involvement in the election vote for 2025. That was, again -- employees of RealManage ran the election. The only input I had was to make sure that they had their dates and notices correct.
Q Did you ever hear before the closing of that vote owners having difficulty with online voting?
A No.
Q During the annual meeting, October 25th of 2025, were there any owners who vocalized having difficulties online voting?
A I don't recall that. I do know that people had had discussions with Heidi. Heidi was managing the vote. And she had discussions or emails with owners in helping them through their voting process or updated voter certs and whatnot.
Q So -- and I just want to be very clear on this: You don't remember anybody vocalizing concerns at the October 25th, 2025, annual meeting about having difficulty voting?
A I do not recall that at this time.
Q Do you recall the meeting ending with you indicating that a new election needed to be held?

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A I'm -- this is, again, attorney-client privilege. And I am one of seven votes.
Q No. No. I'm talking about at the owner's meeting to the ownership. Did you indicate that a new election may need to be held because of the problems with voting?
A I think that what was indicated was they did not have an election that met the minimum vote threshold for the election.
Q In your ownership, in your tenure as an owner, have you ever seen that occur, where a quorum was not reached for an election for the board of directors?
A For the board of directors? I've -- I am -- I am uncertain. I think that we've had -- we've had elections that have had pretty low voter turnout as a whole.
Q But no other instances that you can recall where it was actually determined that the 20 percent quorum threshold was not reached; correct?
A I -- I wasn't a party to the other elections. I mean, I can only be party to the ones that I've been in office for. And we're going to follow the rules on those. Past elections, I'd have to go back and review actual vote totals on those.

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Q Did you have any concerns about owners not being able to vote online in the October 2025 election?
A No. Because no one had -- no one had indicated to me personally that they had issues with voting.
Q Ultimately, was it decided that the association would not hold another election?
A It was ultimately decided by the board of directors that they didn't meet the threshold to have a valid election for 2025.
Q There was a board of directors meeting set for October 28th of 2025, so three days after the election, where the board was to consider whether another election would be held. It's my understanding that that meeting was noticed but never occurred. Is that correct?
A That's correct.
Q Who made the determination to cancel that meeting?
A It wasn't apparent -- I think, ultimately, I canceled the meeting, but it wasn't apparent that we were going to have a quorum for the meeting.
Q So did you cancel that meeting because you thought a quorum of the board would not be able to attend?

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A That's correct.
Q And, then, why was it never reset or re-noticed?
A Because I don't think that there was ever support to hold another election. On the advice of -- well, again, we're given guidance by counsel and it wasn't clear that there was a requirement to hold another election.
Q As I understand it, the seats that were up for election that year were contested, meaning that there were multiple candidates running for the seats. Is that your understanding?
A Yeah. I think that there were four seats open and five or six -- if I recall, five or six people on the ballot.
Q And the decision made by the association, was that that the incumbent directors whose terms had expired would automatically fill those vacancies?
A This was advice of counsel.
Q And I'm not looking for a legal opinion or what you discussed with your attorney. I'm simply asking: Is that the determination that was made? Is that what has occurred?
A Yes.
Q Was there ever a board of directors meeting

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to select those individuals to fill those vacant seats?
A There was not.
Q Do you know if those seats that were up last year -- did they normally have a two-year term?
And let me ask that another way if it helps. Do all the seats on the board of directors -- do they have a two-year term if you're elected?
A Well, yeah. The seats primarily -- so are we asking as owner or Randy as a director? Because I can tell you what Randy as owner, prior to being a director, had witnessed. And it is that seats are supposed to be a two-year term or to fill a balance of a two-year term if you're appointed.
However, previous management, when they went to a seven-member board, actually had members serving in a three-year capacity, so -- but I think the -- I think the governing docs require a two-year term. But -- but, again, previously they had people that ran -- or -- or -- or sat for a three-year term or a two-year term.
Q All right. So I want to unpack that a little bit. So when you say the prior management, who are you referring to?
A Emerald View.
Q Emerald View is a management company, not --

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A That we --
Q As distinct from the board of directors of the association; correct?
A What's that?
Q Emerald View is a -- is a community management company; is that correct?
A That's correct.
Q Okay. And so when you say they went to a seven-member board, are you referring to the association went to a seven-member board?
A When the community changed the bylaws to go to a seven-member board, the first board that sat on that had terms longer than two years.
Q And are you indicating that that is inappropriate?
A My understanding is they should have a term of two years.
So, for instance -- do you want me to -- to elaborate on that?
Q Yeah. Sure. I'm still a little confused.
A So they had an irregular vote, which was not in the October meeting; okay? So it was not a regular meeting. It was a springtime time frame. I'm thinking it -- if I'm recalling, it was March.
So if at the time you were going to run on a

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one-year term, your one-year term should have been up in October of that year. And if you were on a two-year term, it should have been up on October of the next year because that's when the regular election cycle is.
But they had super terms of -- some folks had a term of two years and nine months, and some folks had a term of one year and nine months. So the ones that had a tenure of two years and nine months would have been longer than two years.
Q Okay. And do you view that as being wrong or incorrect?
A If the term's supposed to be two years, yes.
Q Do you believe there was some ulterior motive associated with that?
A I -- I have no idea. I'm just saying that the management of that, in my opinion, wasn't correct.
Q And who do you think is responsible for that management?
A I have no idea. You -- I'd be speculating. You had a board. You had a board president. You had a management company. You had attorneys. I'm not -- not entirely sure how they arrived at that.
Q After that first round of directors and the expanded board completed their terms, whatever those were, has it since been the case that the two-year

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terms are fixed and regular?
A Yes.
Q And you indicated that your seat will be open this year. Now, because of the failure to get a quorum last year, October of 2025, will those seats open up again this year in 2026, or will they open in 2027?
A Well, I think procedurally there's going to be a complete turnover or seven -- seven seats up for election. Myself and two others will be coming to the end of our two-year term, and those will be an elected two-year term.
And I would assume -- although it hasn't been verified by counsel, I would assume that the seats that haven't been filled that come up for election in 2025 would be a one-year term -- or 2026. So they should have been filled in 2025, so they'll be elected to a one-year term. And the other three would be elected to a two-year term --
Q Okay.
A -- to get back on schedule. But I'm speaking only from my -- how I would understand the process to work.
Q In your personal opinion, do you feel that a new election should have been held from the October 2025 failed election?

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A In my personal opinion? I -- I feel that they should have had an election but that they didn't have the votes to do that. Again, it's a seven-member board. There weren't -- there weren't -- there weren't -- there was not a majority that was going to vote that way.
Q Who are the ones that you felt would not have voted in favor of a new election?
A I think everyone but myself.
Q Would you agree, though, that there was never a meeting of the board of directors held to actually conduct a vote?
A That's correct.
Q You mentioned that prior to purchasing the condo at Laketown Wharf you hadn't owned any other condominium unit. So I'm assuming I know the answer to this, but I never want to assume. Prior to serving on this condominium board for Laketown Wharf, had you ever served on a condominium board before?
A I have not.
Q And have you ever been a licensed community manager for a condominium?
A I have not.
Q Generally speaking, have you worked in any sort of property management before?

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A I have not.
Q While serving on the board, are there courses or educational courses that you've taken?
A Yes.
Q And what are those?
A Well, it's been a lot of reading, self-study, and -- and we have had a required DBPR training to be placed on the board. I can't remember. It's, what, a three- or four-hour -- two-, three-, four-hour -- I'm not entirely -- can't recall, but there was a class that was required to be on the board.
Q And you referenced this phrase earlier, but I wanted to explore it a little bit. Are you familiar with the concept of a fiduciary duty?
A Yes.
Q Is it your understanding that as a board member you owe the members of the association a fiduciary duty?
A Yes.
Q Can you describe your understanding of your fiduciary duty to the members.
MR. MILLER: Form.
THE WITNESS: My fiduciary --
MR. MILLER: Sorry. Go ahead. You'll still answer.

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THE WITNESS: Was somebody else speaking?
MR. MILLER: Yeah.
MS. MADDALENA: Yes.
MR. MILLER: I objected to the form of the question, but if that ever happens, you'll still answer, Randy.
THE WITNESS: Okay. So I'm able to proceed here?
MR. MILLER: Yes, sir.
THE WITNESS: Can you restate the question.
BY MS. MADDALENA:
Q Yes. And what I'll do is I'll restate the question. He will re-object, right, for the record. And so give it a pause and then you'll answer.
What is your understanding or description of the fiduciary duty that you owe to the members of the association?
MR. MILLER: Form.
THE WITNESS: I believe fiduciary responsibility is to work in the best interests of those that you represent.
BY MS. MADDALENA:
Q And is it your position that you have not used the resources of the association to target any one particular individual or entity associated with

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Laketown Wharf?
A That is correct.
Can I elaborate here just a little bit, also?
Q Sure.
A So I'm sure that you're aware that these issues of easements were in process before I was even elected to the board. There had been discussions on the easements and (audio interruption) on easements prior to me being on the --
THE COURT REPORTER: I'm sorry.
"There had been discussions on the easements and" what?
THE WITNESS: And -- and actions taken on easements prior to me being on the board.
BY MS. MADDALENA:
Q What about the club purchase; was that in the works prior to you joining the board?
A The club was purchased prior to me being on the board.
Q Right. But I guess you indicated that questions about the easements, which are part of the claims in this case filed by the association, were in the works, you know, being questioned or -- prior to you coming onto the board.
What about the other lawsuits and proceedings

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filed after you were on the board?
A Oh, there were -- there was plenty of discussion and contention over those prior to me being on the board as well.
Q Do you recall seeing social media posts about disgruntled owners in relation to the 2021 club purchase?
A Well, when?
Q Yeah. I guess -- well, let's get -- we'll get to those. Yeah. I've got some more to dig in here, but we will certainly get into more detail on that.
Is it your position, though, that the -- the factual basis for the present proceedings, including the three lawsuits and DBPR petition, were issues that existed prior to you coming onto the board?
A That's correct.
Q Was that part of the reason you ran for the board?
A No.
Q I've referred to "Laketown Wharf" repeatedly, but for record purposes, and making sure we all understand what we're talking about, when we use the phrase "Laketown Wharf" or the "association," the full name, as I understand it, is Laketown Wharf Resort

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Community Association, Inc. So if I say "Laketown Wharf" or the "association" will you understand what I'm referring to?
A Yeah. Yes, I will.
Q Okay. And we also talked about and mentioned the name GrandManors, who I believe you indicated had -- had changed their name at some point to RealManage. And that was the management company prior to FirstService; is that correct?
A That's correct. They had changed -- in -- just -- just for time sequencing here, previous board, through circumstances I don't -- I'm not privy to, changed management companies in -- on or about March three years earlier, so I'm going to say March of '22, I believe, if my math is correct. They changed -- transitioned from Emerald View to GrandManors.
And they had a three-year contract, which it -- it was cumbersome. Their three-year contract was also up in -- in March, which probably isn't conducive to good management. It probably should have ended at the end of the calendar year. So they transitioned away in March, but subsequently now for services on a contract that will end just short of three years, it'll be a two-year-and-nine-month contract, end at the end of '29.

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Q So GrandManors or RealManage, am I correct in understanding that their contract, their existing contract, expired as of the end of March 2026, this year?
A That was the contract that was signed three years ago.
Q And so the end of their work for the association, was that just the natural expiration of their contract?
A That's correct. I don't think that -- well, there was not a majority of members, board members, that thought that they should be given another contract.
Q And so if I'm understanding correctly, they were neither fired nor quit, but their contract expired and a new one was not negotiated; is that correct?
A That's correct. They were placed on notice that we were going to go out for -- go look at other alternatives, and they were welcome to submit. And I think they weren't excited about re-upping either.
Q During your tenure on the board, what employees of GrandManors did you work with?
A During my tenure on the board -- so I worked with Josh Smith for a brief time as CAM. And then -- and then they had a series of temporary CAMs from

RealManage that were managing the property, but then the next on-site manager was A.C. Stinson. And we had interim manager of Holly Bailey, and then currently Justin Hudson as CAMs.

Q And is Justin Hudson with FirstService?

A That's correct.

Q Okay. So --

A Oh. And -- excuse me. And also Lisa -- I forgot about her. Lisa -- I'll -- I'll get her name here. It's slipping my mind. Do you want the second -- the last name of Lisa?

Q Is Lisa with FirstService?

A No. She was --

Q GrandManors?

A Well, RealManage.

Q RealManage?

A Lisa Baxter.

Q And so kind of backing up, you indicated -- so it sounds like you first worked with Josh Smith. Do you know if he was fired or quit?

A He took a job with a different condo association.

Q And how often would you interface with Josh Smith on average?

A I didn't have -- well, when I -- when I



became president, which, again, was late -- now in recollection, late -- later November, they had not passed or even worked on a budget for the 2025 year. So I worked with Josh. Josh was working through the budget. So I came in midyear. He was having some difficulty with budget.

I recall the previous treasurer working with Josh on getting his spreadsheet together. And so the only input -- he was doing a lot of work with Mike Melikian at the time on format, I guess. And then we worked through getting numbers together so we could get a budget passed for the 2025 year.

Q Okay. So you've come in. It's late 2024. You're working with Josh Smith on the budget for 2025. Do you recall when Josh left?

A Josh gave his notice, like, early December. And I think his last day was the 26th. It was around Christmastime of 2024.

Q Okay. So fairly quickly within a few weeks of you getting on the board and becoming the president, Josh is moving on; is that fair?

A I think Josh was planning to move on before I became president.

Q Sure. Sure. Just trying to understand the -- the general time frame of GrandManors' role in



managing the association.

A I'm sorry. It sounded as if you were characterizing that Josh was moving on because I was made president.

Q No. That was not what I intended.

A Okay. So, yes, it was not very long. I mean, again, I was a director. I didn't know -- I mean, I had met Josh, but I hadn't had any real contact with him until I was made president, which I can't, again, recall exactly the day, but it was probably three weeks after the election.

Q And so was A.C. Stinson working there while Josh was there, or was he brought in after Josh left?

A No. He was -- he was hired after Josh left, like I -- as I indicated earlier. Then they had -- RealManage was recruiting for a replacement. And they had their in-house CAMs, one -- one of which was the general manager. It was a series of folks from RealManage -- or at that time, GrandManors -- that were CAMs of the building.

And then A.C. was hired. And I believe he started -- I'm thinking -- I know he was thrown into the fire because it was -- it was probably the worst time to start a job for a -- for a condo leader or executive. It was in March. So, you know, spring



break chaos, it's not a great time to -- it's not the ideal time to put people into those roles.

Q Do you know if A.C. Stinson had a community management license with the state of Florida?

A He did not. He was not hired to be the CAM. He was hired to be executive director. They still had Sue and others working as the CAM, fulfilling the CAM role. And then in I'm thinking July, might have been late June, they hired Holly Bailey, who was a CAM.

Q You mentioned others were filling the CAM role. You mentioned the name Sue. Do you know Sue's full name?

A Sue Feri. Lisa Gonzalez was one. There were -- they had a series of folks that were CAMs that were working with our property. It wasn't a desirable situation.

Q Sure. Did Sue Feri ever go by the name Sue Cook?

A No.

Q Have you heard the name Sue Cook before today?

A I have heard the name Sue Cook before. I believe they were somehow -- well, I'd be speculating. Yes, I've heard the name Sue Cook. It was not Sue Feri.

Q Okay. So you believe -- who -- who -- well, how have you known the name Sue Cook in relation to the Laketown Wharf?
A Sue Cook? How -- how did I become aware of the name Sue Cook?
Q Yes, sir.
A Sue Cook's name comes up a lot on voting records from the 2021 club purchase. But I have no idea who Sue Cook is.
Q Okay. Sue Feri, though, was -- is someone associated with GrandManors or RealManage?
A That's correct. She is, I believe, a vice president of RealManage or -- yeah, RealManage now.
Q Did you have direct interactions with Sue Feri?
A I did have interactions with Sue Feri during our time, prior to her. Roger -- I don't recall his last name -- was the vice president there. And I guess that they had -- previous to Roger had someone else. It's -- it seemed like there was a revolving door with -- with GrandManors and who represented the building.
Q Got it. A.C. Stinson, so you mentioned he came on as the executive director around March 2025. Do you recall when he left Laketown Wharf?



A End of -- end of -- either the end of August or the end of September. The days are kind of running. I believe, actually, it was end of September, near the end of September 2025.
Q Okay. Do you recall if he was fired or resigned?
A I wish he was still there.
Q Did you feel that he had done a good job while he was there?
A He was a good executive manager in my opinion for the organization.
Q Did you talk to him at all when he left about why he was leaving?
A Yeah. He indicated that he -- I'm going to put it in these terms. I was surprised that we were able to hire A.C. for the position at the pay rate that we were paying because A.C., when he came to work there, I think, was very used to making more dollars in his annual payment.
But I think he had life changes. And he thought that that was a good way to go and wanted to come there. And when he left, I think he got a substantial pay raise to leave Laketown Wharf.
Q Got it.
A But you would have to -- you -- you would



have to talk to A.C. more about that, but I think A.C. is probably in a much better personal position. And I can tell you, I wish that -- I think that Laketown Wharf is in a much worse position since he's left.
Q Have things seemed to get better with FirstService taking over?
A Too early to tell.
Q All right. So kind of going back to our timeline here, we had A.C. there as the executive director, Holly Bailey hired maybe June or July 2025, so --
A Late June --
Q -- it sounds like --
A Late June -- I think she was hired late June, and I think her start date was after the 4th of July, so -- and she was hired as an operation -- so the -- the plan was then to have an executive manager that was, you know, of -- management of organizations and operations that was going to take the -- fulfill the CAM role.
Because, in my opinion, CAM in Florida -- there's a lot of emphasis placed on someone being a CAM in Florida. It's, like, a 16-hour course. So just because you're a CAM doesn't mean that you're a great manager.



Q And so Holly -- Holly is licensed as a CAM but, even so, her role, if I'm understanding you correctly, is geared towards operations; is that correct?
A Well, we were going to name -- yeah. The name was different than CAM. She -- her responsibility was going to be operations. So working with -- so financial, development, long-range planning, higher executive functions were going to be A.C.'s. And hers were going to be more the working with vendors, in working with vendors; A.C. in doing the CAM role --
Q So that --
A -- which would be notices and the -- the legal requirements that need to be fulfilled of a CAM in the state of Florida.
MS. MADDALENA: Our court reporter may not have caught something.
THE COURT REPORTER: No. I -- I did.
MS. MADDALENA: Okay.
THE COURT REPORTER: Yeah.
BY MS. MADDALENA:
Q Okay. So the plan or the goal, it sounds like, was for A.C. to be the executive director, doing the functions, then Holly kind of under him doing maybe your day-to-day management role. But, ultimately, it

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sounds -- that did not work out because A.C. left within a few weeks or months after Holly was hired; is that correct?
A Correct.
Q And so did Holly move into or assume the duties that A.C. was doing?
A Holly was appointed interim director, yes.
Q How much did you engage with her while she was in that role? Was that -- is she someone -- well, scratch that.
When Holly was in that role, was she someone that you would engage with on a daily basis?
A I don't engage with any of them on a daily basis.
Q On average, when Holly was, you know, the executive or interim director, how often would you engage with her or the staff?
A It depended on what was going on. I mean, really, it's -- it's dependent on what's going on. We hire folks to manage, and they should be able to manage; right?
Q Would you spend multiple hours up at the office with Holly and the other staff working on association matters?
A I have never spent multiple hours in the

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office working with anyone unless it was at budget and I -- or taking meetings that required my attendance. My interaction is, at best, less than an hour. And a lot of times -- to -- to -- to elaborate, a lot of times I'm not even on site. So there might be months at a time that I don't go into the office.
Q Did you task Holly Bailey with investigating the circumstances of the 2021 club purchase?
A No. We were discussing the circumstances of the club purchase, and she was looking into some of the things with the declaration and trying to get -- understand the makeup or how -- how Laketown functioned. And she would come with questions from time to time or things that she thought was inconsistent with the declaration.
Q Did you have any concerns that Holly was spending more time on those tasks than on her management duties on a day-to-day basis?
A I wasn't managing her. I do know that it was brought up that she probably was spending more time on that than she should have been spending on other items.
Q And who brought that up?
A A.C. had mentioned that to me, but he also understood, you know, that she was getting a feel -- or the history of Laketown, going through our documents.

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Q Did you ever have a discussion with Holly about how much time she was spending on that type of historical investigation?
A No. No.
Q Did you get along well with Holly Bailey?
A The -- I got along well with Holly Bailey when she was working for A.C. and I had little contact with her and he was working under -- she was working under his direction and guidance. After, I would say that we didn't get along well.
Q What were some of the friction points between you and Holly Bailey?
A I -- I think that Holly -- and, again, when she was placed in the executive role, I don't think that she had the knowledge, skills, and abilities to fulfill that function. She had difficulty -- I mean, one of the functional roles there would be budgeting. She had difficulty managing invoices and developing a budget, for one.
And, ultimately -- ultimately, she was invited to sit for the executive director position when they were recruiting and hiring, RealManage was recruiting and hiring for that position. And we had interviews -- two interview panels. And Holly was not selected for that job. So I think there were -- we had

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a stakeholder panel that was four -- four people and a director panel that was three. And she was not ranked highly by either of the panels.
Q When were these interviews going on?
A So A.C. left, again, end of September. And they were recruiting -- started recruiting almost immediately and narrowing their list down. And I think that the -- I can't recall when the interview panels were, but I'm thinking that those interview -- final interview panel meetings were end of -- end of November, first of December.
I recall the holidays becoming an issue. So I think that they were, like, the first part of December, is when those interview panels convened, December of '25.
Q Who was ultimately selected?
A Lisa Baxter.
THE COURT REPORTER: Did you say Lisa Baxter?
THE WITNESS: Lisa Baxter, yes.
THE COURT REPORTER: Thank you.
BY MS. MADDALENA:
Q When did Lisa start?
A So, again, on recall here, I'm going to say it was first -- with her notice and everything, I think it was the first part of January. She was, I believe,

hired before that, but I don't think her first official date was until January.

Q And so if the GrandManors' contract was expiring in March and was not intended to be renewed, why was there a search for Lisa Baxter culminating in her being selected in January?

A Well, the board had decided that they wanted to make that change and made that change in March. Personally, I would have rather seen them go with RealManage until the end of the year and transitioned then. Transitioning in March, as we found the first time they transitioned -- and we found again in this transition -- is not the time to transition your organization. But, again, I'm a single vote of seven.

Q Was there any formal board of directors meeting notice and -- conducted where there was a vote specifically about whether to re-contract with RealManage?

A The direction was given by the board to search for alternatives to management. So the alternatives to management that were brought forward were FirstService. RealManage was always an option. And they had earlier -- early in the process indicated that they were going to give a presentation and -- Virtuous, I think, was the other. But in the interim,



running up to the presentations, RealManage decided that they were not going to present.

Q Do you remember a board vote --

A I think -- I want to elaborate. I think RealManage, between the community -- when you have -- when you have members of the previous board that hired you say in meetings and in owners' comments that one of the worst decisions they made was hiring GrandManor and you have an ongoing campaign from owners to get rid of GrandManor and you have -- or RealManage and you have directors that are not happy with the way you're managing the property, I think they read the handwriting on the wall, that they were not going to get selected.

Q Going back to Holly Bailey, do you remember any arguments with Holly where you raised your voice?

A I remember raising my voice with Holly when we had a situation with our 38 stack needing a roof that was under court order. And I specifically asked her to put that on the agenda and notice it.

And I was out of town. And she had it on the agenda. And then she changed it to the building roof -- which we had no -- nothing done on the building roof -- but not on the 38 stack roof. And I asked her why it got changed. And then we had to have two



meetings to be able to properly notice and -- and accept bidders for that 38 stack roof.

Q So when you were engaging in this discussion with Holly, you recall raising your voice or getting upset at her?

A Yeah. I was not overly happy with thinking that we had things set and then we did not have things set and having to have several meetings on something that was under court order to get done.

Q Were you face-to-face or in person when this interaction occurred?

A Yes. It was in the office after I returned and saw the agenda that had been sent out. And it was --

Q Was --

A -- too late to change it or amend it.

Q Was security called or brought in as a result of that interaction?

A Not that I saw.

Q Do you think Holly was afraid of you?

A I can't say -- I don't think Holly was afraid of me.

Q Do you recall any other instances where you raised your voice with Holly Bailey?

A I have what people would say is a loud voice



all of the time, so . . .

Q And I think what I'm really getting at is angry. Have you gotten angry with Holly Bailey?

A I rarely get angry with anybody. I do get frustrated over things that I believe, you know, should be handled.

Q And if you're frustrated, do you have a tendency to -- to raise your voice or yell?

A I have a tendency to raise my -- I have a loud voice anyway. I'm pretty animated. I think anybody that knows me knows that.

Q Do you know if Holly was fired or resigned?

A I think Holly was disgruntled because she was not just handed the job to replace A.C. I think that she had expected that she was just going to get handed that job, but it got -- it had been made very clear to her how replacement of that position was going to go.

I don't believe in just handing somebody a job. I don't think that that's how business should be conducted. I'm used to doing the search, having a testing and interviewing process and selecting candidates based on their merit.

So I don't think that her expectations were that. And, frankly, like I said, the -- the interview panels didn't rate her highly.

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Q And I guess my more specific question was: Do you know if she was fired or resigned?
A I do not know if she's an employee of RealManage. I know that she was let go from her job.
Q So she was fired, is your understanding of what occurred?
A I -- I don't know if she -- fired or resigned. They don't -- she's a RealManage employee. They don't share that.
Q Okay.
A She was replaced. How's that?
Q Okay.
A I have no idea. They -- they -- even though I'm president or a board member, they don't say who did what.
Q Sure.
A I know for a fact that A.C. went to a different job and gave notice because he told me that. Holly didn't indicate to me if she was fired, resigned, or otherwise.
Q Okay. Do you recall working with Heidi Jacobs, who was the RealManage employee?
A Yes. As I indicated earlier, Heidi was the one that I think was tasked with managing that board of directors election and things related to the annual

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meeting. I think she was working with Holly on that. Heidi became a CAM sometime I believe it was after the -- the election -- that she was working with Holly on the election and --
MR. MILLER: Hey, Julie, we've been going about two hours. Do you want to take a break?
MS. MADDALENA: Yep.
MR. MILLER: Is this a good time?
MS. MADDALENA: Yep. That's perfectly fine. Why don't -- what do you think, ten minutes, or more, less? What do you need?
THE WITNESS: That would be great.
MR. MILLER: Yeah. Ten's fine.
MS. MADDALENA: Okay.
THE VIDEOGRAPHER: Going off the record, 11:00 o'clock a.m. Central.
(Recess from 11:00 a.m. CT to 11:17 a.m. CT.)
THE VIDEOGRAPHER: We're back on the record. The time is 11:17 a.m. Central.
MS. MADDALENA: All right. We are back on the record after a short break.
BY MS. MADDALENA:
Q Picking back up where we were, discussing GrandManors or RealManage and those -- those employees and their duties and activities, did you direct Holly

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Bailey to investigate the 2021 club vote through MyHOAst?
A She had looked at the voting -- or we had discussed voting on the club purchase and had a hard time finding any records, written records, on -- from the voting of that election. We had a score -- score tally card and some other things. But the MyHOAst records weren't quite reflective of what was -- or consistent with what was on the tally for voting.
Q Okay. And let me kind of reask the question again because I think -- I was just trying to be a little bit more specific than that, which was: Did you direct Holly Bailey to communicate with MyHOAst about the electronic voting history for the 2021 club purchase?
A I believe that Holly had been looking at the voting. And I had asked if MyHOAst -- and I don't know if it was Holly or if it was Heidi, because Heidi was working with -- with MyHOAst the most. I had asked how many people that we had enrolled in electronic voting because we didn't have a consistent number. I was wondering how many people we had enrolled in 2025 and how many people we had enrolled in 2021 to cast votes.
Q And so, if I'm understanding you correctly, you did direct either Holly or Heidi to investigate

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that with MyHOAst, the electronic voting platform provider?
A Well, I wouldn't call it investigating. I asked them to ask the simple question of how many people they -- how many units they had enrolled in electronic voting.
Q Did you ask them to seek out the audit trail for the 2021 club purchase?
A I asked them to ask MyHOAst how many units were enrolled in electronic voting.
Q And by answering that way, are you -- are you saying, "No, I did not direct Heidi or Holly to get the audit trail from MyHOAst for the 2021 club purchase"?
A The relevant question was how many units were enrolled in voting. So, for instance, if you have 799 units, you can't have 1,000 enrolled voters. Subsequently, if you say that you had 500-and-some affirmative votes and you have 200 units that can vote, that would also be problematic. I simply would like to know -- or wanted to know how many units were enrolled in electronic voting.
Q So if I'm understanding you correctly, that is the -- that is the request you made to Holly or Heidi. And, to your knowledge, did they go to MyHOAst to seek out records?

A They had requested from MyHOAst that information.
Q And what did you receive back from MyHOAst?
A I'm still asking the question. I still would like to know how many units were enrolled in voting, then, now, or any other time. It's -- you would -- you would think that your electronic voting platform would be able to tell you how many units are enrolled in voting.
Q Do you have concerns about the recordkeeping -- the accuracy of the recordkeeping of MyHOAst?
A I have questions about their process, yes.
Q But, ultimately, there -- there was a lawsuit filed against several individuals, including Clara Pease, alleging improprieties, right, in relation to that 2021 club purchase. What role did the MyHOAst records play in forming the evidentiary basis for that lawsuit?
A We do not have the number of electronic ballots that were indicated to support the vote.
Q And --
A And the rest of it -- the rest of it is attorney-client.
Q Yeah. Again, I'm not asking about your



strategy or anything like that, just about facts -- facts and documents, evidence, you know, the things that -- that proof is made of.
So if I'm understanding you correctly, you believe that the documents from MyHOAst indicate that there were not the same number of electronic ballots cast as reported on the tallies that you had; is that right?
A That's correct.
Q Okay. Have you received different iterations of those reports from MyHOAst regarding the number of ballots cast?
A I haven't received any reports from MyHOAst.
Q Have you -- so you have not personally reviewed any reports generated from MyHOAst?
A The only thing I have seen is the electronic ballots that MyHOAst says was claimed on their platform -- or claimed to be made on their platform.
MS. MADDALENA: All right. I am going to pull up some exhibits so -- and I'm going to jump around in terms of exhibit numbers here, but everybody should have a copy of these.
So I'm first going to pull Exhibit 14.
(Exhibit No. 14 was marked for identification.)



BY MS. MADDALENA:
Q And what I'll do, sir, I'll screen share this. So you should be able to see it.
I'm going to try to zoom in here, hopefully, so you can see.
So I'm scrolling to the top of this document. And what I'm going to do, I'm going to scroll to the bottom of the page of this document. And it says at the bottom here, "Association," some zeros, and then "38." I'll represent to you this is a -- these are -- a document that we received from the association.
Have you seen a report like this?
And it's three pages, so what I'll do is I'll kind of scroll through, but it's titled, "Meeting Vote Report." This one is dated 7/29/2025 at 2:37 p.m. It's in reference to a proposed purchase of club property and four retail units of Laketown Wharf.
This is page 2. So it's got the text of that. And it reflects a certain number of units. It talks about a quorum. It says "in favor of purchase." And it's got a number here to the left.
It's got an option to print eBallots. And it says there's a total of 367.
And we'll go to the last page --
A Right. Right. Right. So go back.



Q Yes. Yes, sir.
A So you have 543, but you only have 367. So therein lies the question.
Q Have you seen this report before? Does this look familiar to you?
A Well, keep scrolling. I haven't seen all of the pages.
Q Okay. Well, that's it. It's just three pages. And this is the -- this is the last page here.
It says, "opposed to purchase." And it's got a number there as well. And then that -- that's it.
A I'm not sure that I've seen exactly that document.
Q Okay. So I'm going to focus our attention here. This is July 29th of 2025 at 2:37 p.m. this report is run. And at that point in time, it indicates 543 in favor, 30 opposed, total eBallots, 367.
MS. MADDALENA: So I'm going to stop sharing here. I'm going to take us to Exhibit 15.
(Exhibit No. 15 was marked for identification.)
BY MS. MADDALENA:
Q This is a very similar document. It will appear in many ways very similar.
So this has a date of 7/29/2025. This is at

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2:36 p.m., very slight difference.
I will represent that we also received this from the association. This is Association 000954, so a different Bates number.
And when we get to the -- this is a two-page document. When we get to the end here, around the same time, would you agree that the numbers here are different? It says 575 in favor, 42 opposed, with a total eBallot of 389.
A Yeah. This is -- these are exactly the inconsistencies or problems that -- that had been discussed. Because there's also a tally sheet. Do you have the tally sheet?
Q Well, we'll get there. Let me ask some questions about this document.
Have you seen this document before to your knowledge?
A I don't believe I've seen either one of these documents as -- as they're shown here.
Q Okay. And this is July of 2025. These are two reports, I believe, approximately one minute apart generating different numbers.
Is it your understanding that the MyHOAst platform would generate different reports with different numbers for the same vote?

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A I have seen things in the MyHOAst platform that isn't consistent. And so outside of this vote -- for instance, Heidi -- we had a vote -- I think it's called a seven -- seventy-six-oh-one vote, whatever it is, for -- basically, it's a housekeeping vote for the auditor that controls how you're handling your end-of-year balances.
And Heidi had indicated that we had enough votes for that to pass. And it was by, like, 40 or so votes, in my recollection. But when you opened the actual votes, there was, like, one spare vote. So the vote difference was -- was a number, like, 40.
So I -- to -- to tell you how MyHOAst actually works, it's beyond me.
MS. MADDALENA: So we'll keep going here because there's another report. This is Exhibit 17.
(Exhibit No. 17 was marked for identification.)
BY MS. MADDALENA:
Q So this is a report -- same format. This is a two-page document, "Meeting Vote Report," from the November 2021 purchase of the club vote. This one was actually run more recently, on May 20, 2026, at 2:53 p.m.

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Have --
A So --
Q -- you seen --
A So -- so -- so could it be, if you go back to those previous documents -- I'm going to -- I'm going to speculate here -- is the date the same? Because this vote for the club was supposed to finish on November 29th, but in my recollection, it had been extended several times because they didn't have the number of votes required to purchase.
So the -- so the meeting had been continued at least twice to gather the votes, which is -- which is -- I mean, can be done, which is exactly what was done with the -- that seventy-six-oh-four vote or whatever it was.
Q Okay. So I'm hearing you. And so you said, you know, let's go back and look at the other exhibits and see if the date listed here, 11/29/2021, at 1:00 p.m., is the same. And we can certainly do that, but first --
A Well, I'm asking because, I mean, I wasn't paying attention. You're -- you're flipping these up. I don't know that the --
Q Sure.
A I mean, that could be part of the

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discrepancy. I'm not sure. You're asking me to speculate on how their voting system works and how you might get different numbers. I'm offering one way that you might get different numbers.
Q Okay. Well, real quick, just so we're all on the same page, I'm showing you Exhibit 14. This is 7/29/2025 at 2:37 p.m. And at least right here the date is 11/29/2021 --
A Yeah.
Q -- at 1:00 p.m.
A Yeah.
Q And then I'm going to pull -- I'll show Exhibit 15, just so we can look back through. Exhibit 15 -- now, this is one minute prior, 7/29/2025, at 2:36 p.m., same date, 11/29/2021, at 1:00 p.m.
A Yeah. It's -- that's the meeting. I mean, that was their initial meeting.
Q Sure. And so let's go back to this latest exhibit. So this is No. 17.
And so in looking at this, this is -- this has a date of May 20th, 2026, at 2:53 p.m. And so this was less than a month ago.
And my question is, is: Have you seen this document before today?
A I have not.

Q Okay. And I'm going to go down here to the number about the votes. It says 543 in favor, 30 opposed. This time the print eBallots totals 476 votes.

Would you agree that that's a pretty significantly higher number than what we looked at on the other reports?

A I would say that that's a different number than what was on the other reports, yes.

Q And have you ever communicated directly with MyHOAst?

A I have not. Again, we hire people to manage our organization. I have not talked to them.

Q Do you have any concerns about the MyHOAst voting platform in terms of its credibility as an online voting provider?

A I didn't pick MyHOAst.

Q Do you know who did?

A I have no idea. It was before my time.

Q But you would agree --

A Clearly, it was in place -- clearly, it was in place in 2021.

Q Sure. It is, in fact, the same provider, though, that the association continues to use, including the 2025 election; is that correct?



A That's correct. It's exactly the same voting platform that they've used.

Q Do you have any concerns about continuing to use that platform given some of these discrepancies we're looking at?

A I've -- I have concerns over a lot of ways that we do business. I think that there's probably better platforms for voting. I think there's a lot of things that can be done better or different.

MS. MADDALENA: I'm going to show you now Exhibit 18.

(Exhibit No. 18 was marked for identification.)

BY MS. MADDALENA:

Q This is an audit trail. Are you able to see this on your screen here, a document titled "Audit Trail, Meeting: Purchase of the club," 11/29/2021, at 1:00 p.m.?

A Yep.

Q Okay. So this is a 24-page document. So I'm -- and it goes -- looks to go in order --

A And we see a lot of Sue Cook that you asked about earlier. Does your client know who Sue Cook is?

Q Yeah. We'll get there. We're going to get there.



Let's start by looking at the audit trail. So I'm going to -- this is the last page. So this is page 24. It looks like it goes in order of time.

So we see 11/17/2021 at 9:42 a.m., an opened voting time, and an entry of Sue Cook.

Now, I can scroll through this document, if you want, page by page. Do you -- do you recall looking at an audit trail for the 2021 club purchase?

A I have seen this document on the audit trail. And I think, again, it was -- there were questions asked by our attorneys. So I'm not sure that I can answer all of the questions that you may have on this.

Q Sure. And, again, I don't want to know what you've talked about with your attorneys. I'm trying to understand what you've observed and seen and what you think.

A I have seen an audit trail document, yes, that they have recently shown me.

Q Okay. And you said "recently shown." I guess, when was the first time you saw the audit trail for the club purchase?

A I'm thinking the first time I saw the audit trail on the club purchase was -- I'm not entirely sure. I would say it was around September of '25.

Q Okay. And was -- was the document that you



reviewed something that came from MyHOAst?

A What do you mean "came from MyHOAst"? Like, did they mail it to me?

Q Well, who generates -- who generated the report that you reviewed? Is it your understanding that MyHOAst maintains an audit trail for the electronic votes that occur?

A Well, the audit trail that I saw was similar to the one that you're depicting here, yes.

Q Okay. And I'm just going to start scrolling through it. If you need me to slow down or back up, please let me know. And it's not my intention to go line item by line item. I'm just kind of showing you generally -- so some of these entries, it looks like "accessed meeting votes," "view report" -- I'm going to keep going up. All of these are -- have the name Sue Cook.

A Yes. So can you scroll back. Because there's one that I saw that was maybe inconsistent. "Accessed Meeting Votes, Excel," don't know what that is.

Q Okay. Okay.

A Because I can see on here there's a lot of accessed meeting votes. It doesn't say anything -- "View Report, Excel," I don't know what that is.

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Q That's fair. And I'm on -- kind of just continuing to scroll through. It's just similar in terms of dates, times, accessed meeting votes, view report --
A Why --
Q -- but I think your --
A -- was the meeting vote deleted here in 11:19? That's odd. Unit -- oh, that's a -- that's a unit vote that was deleted?
Q Well, all I can do is look at the line items. And so it says, "meeting vote deleted." And it's got an address, Unit 1027, at 11:19, 8:34 a.m., by Sue Cook.
A Yep.
Q And from my -- from our conversations here today, it's my understanding that you did not talk directly to MyHOAst. So have you had any conversations with anyone about what this line item specifically means other than just what it says?
A No. I don't know what it specifically means. I can guess, but we're not here to guess.
Q Okay. But -- so we see that. So meeting -- meeting votes deleted.
And we continue through. And we get to -- we get to a new name here, Lynette Armstrong. Do you know

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a Lynette Armstrong?
A I have no idea who Lynette Armstrong is, but it really looks like they were accessing these votes a lot.
Q Okay. Let's keep going.
Accessed, view reports -- it looks like another meeting vote deleted, Unit 1825, 11/22/21, by Sue Cook.
A Okay.
Q Is this consistent -- and just broadly speaking, is this consistent or similar to what -- the audit trail that you believed you looked at?
A I -- I saw paperwork that was similar to this, yes.
Q Okay. And then there's additional entries here, meeting vote deleted. There's four different ones of those from -- from Sue Cook.
A Okay.
Q And just kind of continuing to scroll -- the lawsuit for fraud, and there used to be a claim for RICO. I think there's a claim for conspiracy. That lawsuit that was filed arising out of the club purchase, what is the factual basis for that?
MR. MILLER: I -- I think I would instruct him not to answer and say the complaint would

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speak for itself. And I -- I don't know how it could be possibly relevant to this lawsuit.
I mean, I'm a little worried -- to put something I briefly mentioned before on the record, I feel like a lot of this deposition has been used for discovery in the companion lawsuit.
MS. MADDALENA: So the response to that is this case was filed in 2024, shortly after the second amended counterclaim, alleging tortious interference, defamation, and other claims, was filed within approximately a month or two, I believe. There was a new lawsuit filed arising out of the club purchase.
It does directly relate to the claims in this case because the tortious interference and defamation, we believe, is based on false assertions of criminal or fraudulent misconduct; right? So, then, the timing of filing a lawsuit, making those very same allegations within a few months later, the truth of the matter asserted is relevant to this case. You also have elements of motive and intent when it comes to malice.
So they do all tie together. So I understand where you're coming from. It's certainly not my intent to conduct discovery about a completely

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unrelated matter, but for those reasons, I do think that it -- it all connects.
MR. MILLER: I mean, I'm trying to pull up the complaint to cite to, but I think at least for that question the complaint speaks for itself in the other lawsuit.
BY MS. MADDALENA:
Q And I guess what I'm trying to understand, Mr. Bradshaw, is the allegations that have been lodged are that people -- my clients tampered with or fraudulently, you know, messed with votes from the club purchase.
And I guess my direct question to you is: Is the audit trail the evidence that you believe shows that?
A So there's been questions about the club purchase for a long, long time from previous board members on the board. This has been a point of contention for a very long time. I can say that.
I can also say that I haven't seen -- I have a question in where the votes are to support the purchase of the club.
Q And have you ever seen any paper ballots in relating -- in relation to the 2021 club purchase?
A I have not.

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Q And what investigation did you undertake to identify what -- who Sue Cook was working for?
A I haven't taken any. I've asked who Sue Cook is. The only name that I recognized on there was Felishia Landers. I don't know who any of the other individuals are on that audit trail.
MS. MADDALENA: Okay. And I'm going to send the attorneys here -- just so everyone can pull it up at the same time -- one additional exhibit before we put it up.
So I've labeled this Exhibit 24. And I'm hitting "send" on that to you guys now. That was not in the original batch.
(Exhibit No. 24 was marked for identification.)
BY MS. MADDALENA:
Q All right. So I'm going to screen share Exhibit 24.
So this is a series of emails. And I'll go ahead and represent to you I don't believe you're on any of these chains, but what I want to do is I want to go to the last -- one of the last -- so let's see. This is the fourth page of that exhibit.
Do you see here an email from Sue Cook, Sue.Cook@GrandManors.com, to several individuals? And

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it looks like the signature line is Sue Cook, Director, Community Association Management, GrandManors.
Were you aware that Sue Cook was actually employed by GrandManors?
A No.
Q Is this new information for you?
A Yep. Like I said, I've asked, never knew who Sue Cook was or the other names that were on the list except for Felishia.
Q Do you have concerns that the audit trail therefore shows that Sue Cook was deleting votes in relation to the club purchase?
A Again, I don't know the context of their system. So it showed Sue Cook deleting votes in 2021. So are you saying that Sue Cook then became a management person for GrandManors?
Q All I can show you is -- is what I have, which indicates that Sue Cook was an employee of GrandManors, but you've indicated that's new information for you --
A Well, I've also indicated that you showed me that in 2021 Sue Cook deleted votes. So are you telling me that Sue Cook then somehow went to work for GrandManors? I mean . . .
Q To be honest, sir, I've got no --

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A We can go back -- we could go back to those original documents. And you can see Sue Cook did that in 2021; right? Is that what you were depicting --
Q Yeah. We can --
A -- or alleging?
Q We can look at the audit trail. And, I mean, I'll be very candid with you. I have no -- nothing to suggest that Sue Cook ever worked for Emerald View. Instead, it appears she only worked for GrandManors. Yet, here's an audit trail from MyHOAst purporting to represent that Sue Cook has activity in 2021.
A Yeah. I see that.
Q So, again, I --
A Maybe -- maybe if -- I mean, maybe your client can answer that better than I. I have no idea who Sue Cook is. Clearly, on that audit trail it shows that she was accessing it in 2021, which would have been when Emerald View was managing. So I'm just as perplexed as you might be.
Q Given the oddities and inconsistencies in the MyHOAst data that we've received, do you have questions about the credibility of that data in those reports?
A I would have other questions. I would have questions on that. But, again, I've had questions about the voting for a long time.

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Q Prior to running for the board, I think you indicated that other people asked you to run for the board; is that correct?
A That's correct.
Q Were you -- were you hesitant otherwise to get involved?
A Yeah. I -- I actually ran for the board when they expanded the board to seven people and had Emerald View run a smear campaign against me. They had -- they had a data breach. They made misstatements about me. They had their friends, you know, make slanderous statements about me.
So, yeah, it became very distasteful in wanting to have anything to do with being on the board at Laketown Wharf. I didn't -- I didn't garner enough votes to be on the board and didn't seek -- didn't really have an interest in being on the board after that.
Q Do you remember what year that was that you ran?
A It was -- again, it was when they expanded the board to seven. So I don't know. Like, I believe it was March of '22, but that's my recollection.
Q And the smear campaign, can you be more specific about what was said and done.

A Yeah. There was a concerted effort to discredit myself and others that were running for the -- for the board.
Q And what specific --
A And that was -- that was, in fact, sent to all of -- that was, in fact, sent to all of the owners of -- of Laketown Wharf, but -- but it -- but it was chalked up to a data breach.
Q Can you be more specific, sir. I'm not familiar with the scenario you're talking about.
A Your client could probably talk to you more about that. There was alleged a data breach that -- that sent information about myself and other folks that were running for the board that was sent out to the whole community through the server -- through a server that was maybe associated with the management company.
And then it was alleged that they had a data breach because there was -- an email went out to everybody that said there was a data breach. So somehow somebody else got into the system and sent out information about folks that were running for the board.
Q What was this -- what was the information that was sent out?
A I can't recall. It was a two-page piece



urging owners to vote for, ultimately, the people that got placed on the board.
Q And you believe --
A I have it -- I have it somewhere in my records. I can probably get Sarah to send it over to you if you'd like to see it.
Q Okay. Yeah. That would be helpful.
A Well, she'll -- she'll see it first, and then she can decide what to do with it.
Q Okay. And so you had that attempt at running, were not successful. Ultimately, you were stepping back from that idea or less interested, at least, in pursuing that. At some point did you lead a recall effort of the sitting directors?
A I got involved in a recall effort of -- not the sitting directors, of a handful of sitting directors, three, in fact, of the seven.
Q And what was your role in the recall?
A I was helping them gather -- gather votes for their recall. It was initiated by others that are no longer owners at Laketown Wharf.
Q Who was it initiated by?
A Darien Henderson.
Q Is Darien a friend of yours?
A Darien?



Q Yeah. Is it Darien?
A Yeah.
Q Okay. Darien Henderson, is he a friend?
A Darien has become a friend of mine. I didn't know Darien -- I mean, Darien didn't own there until -- I don't know. I don't think he purchased there until, like, '21.
Q And so Darien Henderson begins a recall. And what was your role in the recall?
A I was helping him with the recall.
Q Were you, in fact, the unit owner representative designated to act on behalf of everyone for that recall?
A That's correct. Because the ballot had to have a unit owner representative, so they thought that me being in town was better than somebody that lived in Kansas.
Q We talked earlier about a GoFundMe. Was the GoFundMe -- even if it wasn't initiated by you, was it tied to that recall effort?
A No.
Q Was the --
A Neither Darien -- neither -- nor myself, opened a GoFundMe account.
Q I'm not asking if you opened it. I'm



acknowledging -- I'm saying, even if you didn't open it, was the GoFundMe tied to the recall effort that was ongoing?
A How can I answer to a GoFundMe account that I -- that I didn't open or Darien didn't open?
Q Were you --
A You're asking me to speculate on how -- on -- someone opened a GoFundMe account. What was the purpose of it? I don't know because I didn't open it.
Q So you were not involved in all -- at all in the collection of any money to, quote, "take back the Laketown Wharf"?
A I can tell you that I did not open, nor did Darien, a GoFundMe account to fund it.
Q That's not my question. My question is: Were you involved at all in the collection of any monies --
A I was not involved at all. I didn't collect. I didn't solicit. So, again, you would have to figure out who had the -- this alleged GoFundMe account and talk to them.
MS. MADDALENA: All right. Let's -- we're going to shift gears here and keep going through, everybody. We've got probably about, let's see, 20 minutes until we're going to break for lunch.

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BY MS. MADDALENA:
Q So let's go through some of the parties in the case. So one of the third-party plaintiffs is Clara Pease, who also goes by Clair. Are you familiar with Clara Pease?
A Yes, I'm familiar with Clara Pease. She's a commissioner for Bay County.
Q Is that the only reason you know who she is?
A No. I know -- no. She used to have Emerald View. She's a commissioner for Bay County. She's embroiled in some controversy at the -- at the visitors -- I'm sure you're aware of all the things that -- yes, I'm aware of Clara Pease.
Q And so you kind of started to touch on that, but what do you know about Clara Pease? You talked about she's a Bay County commissioner. You referenced something about a tourist --
A Yeah. The tourist -- she's involved in a lot of things in -- in Bay County, Panama City.
Q Do you like Clara? Do you know her personally?
A I don't know Clara personally. I know Clara from our interactions.
Q And what have your interactions been with her?

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A Like everybody else, some positive, some negative.
Q What are the positive interactions that you can recall?
A We've -- we've had positive interactions. There's been times that I thought that we could work through some of the issues surrounding some of these cases, so -- but we were unable to.
Q What were some of the negative interactions that you've had?
A Well, personally or -- or things like her developing notebooks and setting them out in front of the management company with people's names on them and things like that and -- and referring to me as part of the hateful eight and things posted like that, those would be negative.
Q What's the hateful eight?
A I -- good question. You'd have to ask her. She dubbed me and apparently seven other people the hateful eight.
Q Who's -- who was in that group to your understanding?
A I have no idea.
Q So you really have no idea who might be associated with you --

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A Well, I think that part of the hateful eight was definitely myself and Darien Henderson. Any -- any -- anyone that ever questioned anything that was going on at Laketown was adversarial, you know.
Q And what were the things that you were questioning going on at Laketown?
A That I was questioning? I wasn't really questioning much. I thought that our management of our building was -- was not up to par. We had, you know, problems with some of our infrastructure there that we're still dealing with.
Q Any -- anything else that you were questioning other than just the maintenance of the property?
A Mostly maintenance and management of the property, yes.
Q What is a greenback?
A A what?
Q A greenback.
A A dollar.
Q I've seen some social media posts where you write that someone is a greenback. I'm trying to understand what that might mean.
A No idea. To me a greenback is a dollar, is a U.S. dollar. I guess you would have to -- you would

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have to show me the post and the context.
Q So do you dislike Clair?
A I -- I find that Clair and I are on different -- think in different ways.
Q Have you ever posted on social media about Clair?
A I've posted about the management of our property on social media, yes.
MS. MADDALENA: And I'm going to pull up Exhibit 11.
(Exhibit No. 11 was marked for identification.)
BY MS. MADDALENA:
Q Do you -- let's read the first one here, No. 1.
Quote, "What has been crystal clear over the last couple of years is we definitely need less bulk owner control and their cronies that hold their self-interest above all others. We also do not need a board that has a blind allegiance to our mismanagement company. This PW deal is yet one more example of the incompetence -- not corruption, even though the deals made seem to be shockingly bad -- of this bulk owner and his management team."
Do you admit that this was the post you made

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on social media?
A I may have made that post. Do you have the date of that, by chance? Can you provide me with that so I can better understand the context?
Q Right now I'm just looking at Exhibit 11, which was attached to the counterclaim. Have you reviewed this document before today?
A Oh, yeah. I've seen the document. I was just wondering -- I saw that the dates were missing from this. I was just wondering if you had the date.
Q Have you undertaken --
A So it would better help -- so it would better help me understand when or what was going on on that.
Q Well -- and so since you've seen this before, what investigation have you undertaken through your social media to see if you can locate this post?
A I haven't taken any investigation through social media to find it.
Q This statement, "We need less bulk owner control and their cronies," who are the cronies?
A I would say that in that context the bulk owner control and their cronies was -- at one point we had the bulk owner and their appointed representatives managing -- or representing our property. They had a three-member board that had no owner -- had no owner

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makeup.
And then sometime after that, Beverly was on the board and -- and the bulk owner and one of his selected people was on the board. And I think that this -- this statement was made probably about the time the bulk owner was transitioning off of the board.
Q And so did you believe that the bulk owner of those affiliated with the board of directors at that time and Emerald View were putting their self-interest above all others?
A Well, my opinion on that -- and this is my opinion -- that was posted on a forum -- not entirely sure which forum because I was on two forums, but both of the forums that I would post on were supposed to be Laketown Wharf owner forums. So this was posted, yes, on one of the owner forums.
So I believe that this -- and I would have to have my memory refreshed with the date, but you're not able to supply that, but I believe that this was made right after we, Laketown, had been sued by my --
THE WITNESS: Am I okay to answer? Was someone interrupting?
MS. CURETON: No. Go ahead, Randy.
THE WITNESS: Okay. So this was, I think, after the outcome of a lawsuit that Pineapple

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Willy's had against Laketown Wharf and the bulk owner, the -- one of the bulk owners' LLCs.
Are you familiar with the case? Do you want me to describe it?
BY MS. MADDALENA:
Q No. I haven't really asked --
A Well, we were sued -- well, we were sued because it was alleged that our manager at the time had -- can we go back to that so I can see the --
Q Sure.
A Huh?
Q I said sure.
A So management at the time -- we had an access agreement for the beach. And there was a suit brought from Pineapple Willy's against Laketown Wharf. And I believe the owner, bulk owner, or one of his subsidiaries -- I don't believe that Emerald View was -- was named in the lawsuit. But it was alleged that Ms. Pease had, on -- on -- during a period of incapacitation of Pine Buskell, or whatever the -- the owner of Pineapple Willy's was, that they had had him sign a document changing our access to an easement.
And one of the last -- one of the last orders of business that was done by the bulk owner was to enter into an agreement, which -- a stipulated

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agreement with the court that basically removed himself from the lawsuit and made the conditions of that access agreement less favorable to the -- to the owners of Laketown Wharf.
So, in my opinion, it was a bad deal. I think -- I think that in -- and history has shown that it was a bad deal. We went from, like, a $50,000 expenditure to being on the hook for about 150 a year on that same access, so . . .
Q Okay. Thank you for that.
So moving down a little bit, I did -- before we break -- we've only got about ten minutes.
But Debbie Ehlers Bradshaw, that's your ex-wife; correct?
A Yes.
Q Did you look at her social media accounts at all while you were married?
A I didn't have any access to her social media accounts.
Q If she posted on a forum, though, that you were active on, was that something that you were used to seeing?
A It depended on where in our marriage that that would have been posted. If you had a date, I could tell you if I would have saw it or not.

Q Okay. Thomas Brustad, are you friends with Thomas Brustad?
A I know who Thomas Brustad is, yes.
Q Are you friends with him?
A I wouldn't say that we're -- how -- no. I would say that we're not friends. Friends would be someone like the people that are going to be coming here shortly that go fishing with me. Those are my friends. Those are who I associate with.
Q Ever spend --
A People that own at Laketown Wharf, I can say that very few of them are my friends.
Q Have you ever spent any personal time with Thomas Brustad, maybe eating, sharing a meal, sharing a drink, anything like that?
A No.
MS. MADDALENA: Why don't we do this. It's probably a good stopping point. So we can go ahead and break.
And, then, Grayson, what time do you think reconvene?
MR. MILLER: Yes. I just -- we can go off the record real quick too, if that's okay.
THE VIDEOGRAPHER: We're going off the record at 12:12 p.m. Central.



(Recess from 12:12 p.m. CT. to 1:01 p.m. CT.)
THE VIDEOGRAPHER: We're back on the record at 1:01 p.m. Central.
MS. MADDALENA: All right. We're back after lunch.
BY MS. MADDALENA:
Q To pick up where I believe we left off, we were talking about Clair Pease, whose full name is Clara Pease. And I -- and I want to ask you, you know, just some very direct questions. And I'm not trying to trick you. I'm truly trying to understand your -- your position, your understanding of the facts that exist, right, and what's occurred.
So I'm going to ask you directly: Do you believe that Clara Pease engaged in fraud?
MR. MILLER: Form.
You'll still answer, Randy.
THE WITNESS: Uncertain.
BY MS. MADDALENA:
Q Uncertain. And so does that mean that you do not have evidence, documents, witness testimony, things of that nature that lead you to conclude that Clair Pease engaged in fraud?
MR. MILLER: Form.
THE WITNESS: I think everyone can look at



the facts differently. And, again, I'm one vote on a seven-person panel.
BY MS. MADDALENA:
Q Well, I'm asking what do you believe.
A I think, at best, that purchase of the club was a raw deal for the Laketown Wharf owners.
Q And so what do you mean by "raw deal"?
A It was not a good deal and -- still trying to determine where those -- where those votes are that supported the purchase.
Q Have you ever asked Clara Pease or Emerald View for a copy of their voting records?
A Oh, yeah. I asked her right after the vote and she sent me nothing. I've asked -- I've -- I've asked on different occasions for many documents of Emerald View and Clara Pease and -- and not ever gotten documents that I've requested.
Q All right. Let's be very specific, please. What did you ask for?
A I asked for voting records. I've asked for the closing statement for the club. I asked for -- so are we talking about her specifically or Emerald View management in the broader sense?
Q Well, we can say Emerald View; right?
A Okay.



Q As the community manager with official records for the association, what did you ask for that you have not --
A And --
Q -- received?
A And I've asked for records supporting the modernization on the elevators and the vote of the board accepting the bids for the modernization of the elevators, asked for a lot of records like that and never have received the records, asked for the bids that were given for the modernization, elevators.
And -- and, apparently, they -- they led a $2 million bid -- I mean, from what -- from what I've seen, they got one single bid for a $2 million modernization that didn't have a vote of the board to accept. That's -- still waiting for those documents.
Q When was that -- when was that request made? Was that a singular request or multiple requests?
A Oh, I made multiple requests. I'd have to go back and look to see exactly when those requests were made, but they were all made from her or from John Miller, who was the CAM of Laketown Wharf at the time.
Q Were those made in writing?
A Yeah. Absolutely. They were.
Q Do you recall John Miller taking you to a

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room full of books of association records above the lobby?
A I -- actually, I don't believe that that was a lobby request. I'm not sure I ever made any request about the lobby.
I did make requests -- certain requests of other things. And, yes, I was placed in the time-out room and had, you know, two property patrol members looking over my shoulder while I reviewed records.
Q What's the time-out room?
A Oh, they're -- little tiny unheated room that's now -- now used by the temporary agency -- temp agency for -- for personnel. It's -- it's right next to the bathrooms by the south elevators.
Q And so to be very clear, so you believe that you do have in writing a request to view the ballots, the votes, from the 2021 club purchase made to Emerald View while it was still managing?
A Yes, as well as many other requests that I made.
Q And is it your testimony here today that you never received those records?
A I have received no records on anything I've ever asked for. I know others had received records for financials, and they were placed in that same room to

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look at financial records.
Q So no --
A Actually -- actually, I take it -- I will take it back. I did request from them voter certs. And -- and those were submitted, the voter certs. They were -- or had them electronically, and John did send me those documents.
He stated on the documents of the elevator request that they didn't need to have a vote to accept bids, and that they didn't have other bids, and so on. So I have received no documents.
Q Did you ever lodge an objection with the board of directors or anyone like that in relation to your belief that the community management company was not being responsive to your record requests?
A That's funny.
Q Did you?
A Of course. It was her hand-selected board. They weren't going to change anything.
Q And who's "her"?
A Clair's.
Q Clair's hand-selected board?
A Well, or -- or whoever sent out the hit piece that had the names of the people that they should elect that was sent to all of the owners, you know, the Roy

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Blacks and those folks that were sent out. I could have lodged complaints all day long, and they were not going to be acted upon. And I did. I -- I voiced my opinion in meetings, if -- if allowed to speak.
Q What email address would you have been using for those official records requests if we need to go look for those?
A I don't recall because I sent those in, in hand. I don't know which email they sent those to. I'm sure it was probably the recall email that they sent the -- the -- the voter certs to.
Q What's the -- what was -- what do you mean by recall email?
A We had an email that was established for that recall that you had referenced earlier.
Q Okay. Do you remember what that email address was?
A I don't.
Q And so when you say that you're sure that you made official records requests and that you think you could even go find those, what would you be looking for to substantiate the fact that those requests were made?
A The written requests?
Q Right. Yeah. How --
A Yeah. There -- there would be a written

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request. It would be signed by John Miller and handed back, but just because he signed the document and handed it back didn't mean that they ever produced records.
Q Right. I guess what I'm trying to track down is: How can I see the requests that you made at the time? Is there a letter, an email, some document trail --
A I just -- I just -- I just stated they didn't accept email requests. They had to be -- actually had to be certified mail or in writing, handed to the CAM. And if you could -- if you could get the day that the CAM would be there and hand it to him, John Miller, he would sign it and hand it back saying that he got it, but then you may or may not receive records.
Q So is there any way that we can independently corroborate your assertion that you made these requests to Emerald View --
A Well, Emerald View should still have the records from when Emerald View was managing. Maybe they can provide those to you.
Q Okay. Anywhere else you can think of to look for that?
A I'll have to look for my requests, and I will get with my attorney.

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Q Do you have a file somewhere with records relating to Laketown Wharf?
A Nope. I will get with my attorney, and we will discuss the records requests that were made.
Q And so the question was: Do you believe Clair Pease engaged in fraud? And was your ultimate opinion yes or no?
MR. MILLER: Form.
THE WITNESS: My ultimate opinion is that there's a lot of -- actually, you could read the complaint that was -- that was submitted by our attorneys. That's -- that's the opinion of the board. I don't disagree with the opinions. We're unable to produce votes.
BY MS. MADDALENA:
Q Okay. And so let's go ahead and look at that, then. So your understanding of the basis of the fraud complaint is an inability to locate votes; is that correct?
MR. MILLER: Form.
THE WITNESS: I'm -- I'm not going to discuss -- not going to discuss that case with the attorney-client privilege surrounding the case.
BY MS. MADDALENA:
Q I'm not asking for communications with your

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lawyer or your legal strategies. I'm asking for the facts and evidence that support the allegations that you believe Clair Pease engaged in fraud because it's relevant to our case where claims against you have been asserted for tortious interference, defamation surrounding alleged false statements without supporting proof that Clara Pease engaged in theft, fraud, or anything like that, basically, criminal conduct. So what I'm trying to --
A I -- I have never one single time alleged that she stole from the COA. I have stated -- and I'm on the record, and I think you've shown those statements -- that our property had been mismanaged. And I will submit to you: Do you think that it's okay to have a $2 million modernization with a single -- a single vendor and not have a vote of the board to accept that?
Q So you admit you -- you do not have any evidence to believe that Clara Pease engaged in theft -- or to conclude that she engaged in theft; correct?
A I've never stated that she engaged in theft.
Q What is the basis that you believe that she engaged in fraud --
MR. MILLER: Form.

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BY MS. MADDALENA:
Q -- the best of your ability to --
THE WITNESS: Again, I can't produce votes for the purchase of the club property. I think that there was a lot -- again, you can read -- read what's been submitted.
THE COURT REPORTER: Okay. Mr. Bradshaw --
THE WITNESS: There was a lot of misinformation surrounding the club purchase.
THE COURT REPORTER: Mr. Bradshaw --
THE WITNESS: There's a lot of questionable things that happened.
Oh, wait. Was -- who was -- who was --
MR. MILLER: The court reporter.
THE COURT REPORTER: Mr. Bradshaw, this is the court reporter. If you'll make sure that you wait until she finishes her questions, that would help me out.
THE WITNESS: Okay. Sorry.
THE COURT REPORTER: That's okay.
MR. MILLER: I would like to add an addition to the form objections that -- I've been trying to pull up -- there's a lot of claims and counter-claims and third-party claims, so I was trying to confirm before saying this, but I don't

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even think there's a fraud count in this complaint, if I'm not mistaken, at least brought on behalf of the association against any of Ms. Maddalena's clients.
MS. MADDALENA: Right. So the claims in this case include that the directors, including Mr. Bradshaw, have made false assertions of criminal or fraudulent misconduct by Clara Pease and others who are parties to the case. And that forms the basis for claims of tortious interference, defamation, et cetera. So those are the claims that you have in this case.
What they've done is filed additional lawsuits arising out of and relating to the same alleged occurrences. And so that's why they interrelate.
So we'll -- we'll keep moving through this.
Let me pull up for you Exhibit 13, Mr. Bradshaw.
(Exhibit No. 13 was marked for identification.)
BY MS. MADDALENA:
Q This is a letter that came in an email to the owners of Laketown Wharf. The PDF title was, "Letter 25.11.28, president to owners, re, litigation."

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And I'm going to scroll through here. It's approximately three pages. It does not have a signature at the end, but it does indicate on this last page here, "The best way to reach me for this issue or any other issue is via email at RandyBradshaw4LTW@gmail.com."

So is it correct, sir, that you wrote this letter?

A Actually, I believe the attorney wrote the letter.

Q Did you read this letter before it was sent out?

A Yes.

Q And so when you say, "I welcome discussions," or, "The best way to reach me with your email," was this a letter that you sent from yourself?

A I don't believe I sent that from myself.

Q I guess I'm just trying to understand who's the narrator of this letter. Who's the writer --

A I -- I -- I just -- I -- I answered that question. Our legal counsel wrote the letter.

Q And you read the letter. And then it was disseminated to every owner at Laketown Wharf; is that correct?

A I'm assuming. I don't know.

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Q You don't know that, if this letter was sent to the owners of Laketown Wharf?

A I'm -- I'm not sure that that was -- letter was sent to anyone. So let's go back and I'll read it.

Q Yeah. While --

A No. Go ahead. Let's -- let's open that up.

Q No. While you -- while you read it, I'll find the email.

A Let's go ahead and open it up.

(Reading).

Yeah. I didn't write this letter, actually.

Q Were you aware -- well, I guess you indicated you did read this letter, though?

A Well, I'm trying -- I'm trying to read it here because I'm -- I'm looking at this.

(Reading).

Yeah. I don't -- I -- no, I never wrote this letter.

Q Did you ever read this letter before today?

A I haven't seen this letter, actually, now that -- but it does have my email in it. That is my email. So I'm not sure -- yeah. I did not write this letter. I thought -- I guess I should have read it at first because I know that we sent out a letter to the community discussing the litigation. This is not

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something that I wrote or sent out, guarantee, flatly did not.

Q Okay. So as we're -- and I'm going to scroll down a little bit, assuming you kind of read into it a little bit.

Are you disclaiming any affiliation with this letter?

MR. MILLER: Form.

THE WITNESS: That's -- yeah, that's correct.

BY MS. MADDALENA:

Q Okay. And I will have to find that email on a break. But if I understand your testimony correctly, you are not aware of who that letter was sent to?

A No. I'm not aware of who that letter was sent to. I didn't -- I did not write that letter.

Q Okay.

A I'm sorry -- I guess from now on we're going to have to go through these documents very carefully because I can't have you throwing up stuff and saying, "Did you write this? Is this your email?" and not have the opportunity to read them, so . . .

Q And that's absolutely fine. I want you to be --

A Yeah. That -- that -- that was -- nice move.

Q Nice move?

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A Yeah. Nice move.

Q My nice move?

A We will read through all the documents from now out -- here on out.

Q Yeah. I guess -- and my question -- I guess I'll stop there and ask you: Is there anything we've looked at today that you think you need to look at again that you're uncomfortable --

A Maybe. Is there a chance that we can postpone this to another date and you can send me all the documents that you want to discuss so we can look at them --

Q No.

A -- so I can verify if those are actually documents that I wrote or not? I mean, that -- that's -- that -- that was . . .

MR. MILLER: Randy, she's not required to produce the documents she intends to use before the deposition. And I think it would be helpful if you just focus on what she asks and whatever review you need to answer that question. If she asks a question and you need to review it, you're more than welcome to ask her to allow you to do so.

THE WITNESS: Yeah. I mean, asking me if

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that's my email address -- that's my email address. My email address is known by a lot of people. Anyone could have written that document and stuck my email address in it. So -- and I feel like that was . . .
BY MS. MADDALENA:
Q Yeah. So let's --
A Not kosher.
MS. MADDALENA: Yeah. Sure. So let's look at that. Let's dig in there.
So I found -- we found the email here. And I'll mark this -- this has not been marked, but I will mark it Exhibit 25.
(Exhibit No. 25 was marked for identification.)
BY MS. MADDALENA:
Q And I'm going to -- this is -- this is it. It is an email from LTWharf@ciramail.com, dated December 1, 2025. And the recipient at this -- of this one is Clair@ClaraPease.com, "subject, legal proceedings, Laketown Wharf Resort."
And this says, "Dear residents" -- and I'll go ahead and let you read. I won't read it all out loud. Just tell me when you're done.
A (Reading).

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Okay.
Q And, then, attachments included --
A So can I -- can I comment on that "Dear Residents" part?
MR. MILLER: Wait. Randy, your goal -- your obligation is just to answer questions. So wait for --
THE WITNESS: Okay.
MR. MILLER: -- Ms. Maddalena to ask questions.
THE WITNESS: Yes. That -- that -- that appears to have been sent by ciramail.
BY MS. MADDALENA:
Q And what is ciramail?
A That was the Laketown Wharf mail server that was managed by RealManage.
Q Okay.
A It's their server.
Q And so if that -- if this letter was attached to that email, as I understand it, your indication is you were not aware of, did not endorse, did not write that letter?
A That's true.
Q Who has --
A Nor do I -- nor do I have the ability to send

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emails from ciramail.
Q And that was going to be my follow-up question: Who has control of that for the association?
A Well, ultimately, it's RealManage's email server. And they could send out community emails through that server.
Q Okay. And so that email was dated December 1, 2025. So that would still be during the time when RealManage was managing the place; is that correct?
A That's correct.
Q All right. Let me just save this.
A But people that -- so December 1, people that would have had access to that that I know of -- I mean, I don't know who else could send out -- any -- any of the folks at RealManage, I'm suspecting. And on property Holly Bailey could have sent that.
I don't think Heidi was working there then. Maybe she was. So she could have sent it. Belinda Lassenbery had the ability to send things off of ciramail. So those would be three people that I know of that were on site that could send things from ciramail.
Q Okay.
A Because if I wanted to send something or ask,

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I would have to submit it to them to be sent or distributed.
Q What address do you use for your board business?
A RandyBradshaw4LTW@gmail.com.
Q And has that been consistent throughout your tenure on the board?
A That's correct.
MS. MADDALENA: All right. And I'm going to show you Exhibit 12.
(Exhibit No. 12 was marked for identification.)
BY MS. MADDALENA:
Q And so this is a court filing in this case. I'll scroll down. This is just the caption.
This is a request for production to the association that was filed on behalf of my clients. And this was filed -- the date stamp on here is August 29th of 2025, so we're looking at last year time frame.
And my question for you is: Were you asked as part of this lawsuit to conduct a search for any email communications regarding Laketown Wharf?
A We were asked -- I believe all board members were asked to submit, not -- not just every single

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email that -- but that they -- you have them in there, anything that -- that named the lobby or particular parts. So, yes, I did a search and submitted all of my emails to our attorney.

Q Okay. And so some of the ones that I was looking at are, you know, documents relating to changing locks, storage closets, or supply closets, including communications of any kind between board members, the community manager, or any locksmith.

And so did you conduct a search for any responsive records and remit those?

A I remitted all of the ones that I was requested from our attorney to send in.

Q Do you remember approximately how many emails you located as part of your search?

A That had to do with the lobby or Real -- no, I don't. A lot of the -- a lot of the emails that I sent back were emails that were sent out from them, so . . .

Q Okay. And No. 29 asks for any and all emails involving or between association employees, community manager employees, association board members, and engineers from March 1 of 2023 to current date.

Did you produce those -- or give those to your legal counsel?

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A They're not my emails.

Q What do you mean by that?

A Well, I'm not sure what you're asking.

Q Well, this request for production asks for any and all emails involving or between -- and it's got a list of folks. It can be association employees, community manager employees, association board members, and engineers from March 1, 2023, to current date. So that would include some period of time; right? You came on the board in 2024 to --

A Yeah.

Q And my question is, is: Did you gather those emails?

A I'm not entirely sure that I've seen all of this request here, to tell you the truth.

Q Okay. So --

A I remember getting a request -- getting sent from my attorney requests for any and all emails that had any discussion about the lobby, the easements, Emerald View, and whatnot. And those were produced.

Q Okay. But -- so this request where it's just -- it's any and all emails between any of these people from March 1 to 23, you did not gather all emails; is that fair?

A I wasn't assigned that task.

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Q Okay. So that's a no, then. I'll take that as a no.

Do you know if any emails were given to my clients as part of that request for production, meaning you may have given them over, but did you actually ever see anything get delivered?

A The request for my attorney was to submit them to them and that's what I did --

Q Okay.

A -- to comply with your request made there. So I'm sure that they asked many people to supply documents, but I'd be answering for the attorneys. So I don't know what they asked for. I know the request to me was on -- well, "You're on the board. Submit all of these -- the requests specifically surrounding the lobby and easements and whatnot, any mention of Clara Pease."

Q And -- and about how long did you spend compiling that information?

A Several days.

Q And -- and just in ballpark terms -- I know I asked this -- but, I mean, was it five emails? Could it have been 100? Could it have been 1,000? I mean what --

A I -- I have no idea. I produced quite a

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number of emails.

Q Okay.

A But, again, a lot of emails that -- again, you're asking for emails that I -- that I wrote or was sent that had Clara Pease's name in them or the lobby or anything like that. A lot of that was communication between us, the board, and the attorneys. So of course there were emails that had that in there, but I doubt that they were going to turn those over to you.

Q But, again, you don't know -- you don't know what, if anything, was turned over in terms of emails; correct?

A From the attorney? I have no idea what they have turned over to you.

Q Okay. Have you reviewed the production of documents in the fraud case, which -- which were documents produced to the parties in that case by the association?

A The production of documents to whom, to the attorneys or to everyone? I mean, we -- they scanned all of our documents.

Q Sure. I guess my question is, is: When documents were served from the association's attorneys to other parties in the fraud case or in this case, do you receive that link? Do you look at what was

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produced?
A I haven't received a link on what was produced. I've been asked to track down documents and have one pending of highlighted items that they're needing for their interrogatories or production. But they don't send back what they produce.
I was also tasked with rounding up all of our documents so they could be scanned. So they got boxes and boxes of documents to be scanned. I don't know if they were shared with you guys or not or what they shared or if they're still reviewing them.
Because, again, it was like, I don't know, 40 containers of documents. And -- and they were sent out to be scanned, like, five, six weeks ago, probably. So I don't know where they are in their process.
Q Yeah. Let's -- let's stop and talk about that, since you raised that. Your attorney had mentioned in a different case that you had found -- or the association had found a room of boxes that it was previously unaware of. Is -- is that correct?
A We had a room of documents that were in a room that had boxes of documents in it. I wasn't necessarily aware that they had all those documents there, but they were in the same room that they've been in, locked room.

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Q What room is that in -- in the community?
A It's in the office.
Q I don't know much -- I don't know where the office is or anything like that. Can you help me understand what you mean by "in the office." Where would I go to find this room --
A 9902 South Thomas Drive, Unit 231. And there is, like, three different condos that are offices of the COA. And in that is a room, locked room, of documents. I guess when I -- I guess when I got on the board, I should have asked them to open every room to show what was in each and every room, but we had our document room. There's boxes of documents. I was asked to get those together and submit them for scanning. So that's what we did.
Q Do you know who put the boxes in that room?
A I have no idea. There were documents in there from 2017.
Q Did -- did GrandManor -- would they have had a key to that room?
A RealManage employees would have had a key to that room. I don't know that -- I mean, who's GrandManor?
Q Well, I thought GrandManor was the original name. I guess it changed to RealManage at some point?

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A Right. But, I mean, who is RealManage? RealManage had employees on site. So, yes, I'm assuming that the RealManage employees on site had a key to the room, but I don't know that anybody at RealManage, you know, Dallas had a key to the room.
Q Okay. Are you aware of anyone entering that room while RealManage was the community manager?
A I wasn't even aware that they had the room full of documents until several months ago.
Q Okay. And -- and when was that when you became aware?
A I would say that it was probably February.
Q Okay. How -- how did that come about?
A Well, the -- we were -- we were getting ready for -- my -- my assumption, all of the documents that we had were on RealManage's website and had been scanned into RealManage's website. So they had electronic documents on their -- on their site, right, that was hosted by them.
When we were getting ready to do this management change and were looking through the office and what was in the office, there was a room that had those documents in it, boxes of documents.
Q And I think you indicated -- so have the boxes been removed and they are in the process of being

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scanned?
A They were removed and scanned. I believe they've been returned but I can't confirm that.
Q Okay.
A But, again, that would be a question for the attorneys.
Q Have you looked at any of those documents that were in those boxes?
A I -- the extent that I looked through the documents that were in the boxes was I was asked to catalog the boxes as to what they were because there were a bunch of boxes. I was asked to go through the boxes, put a number on them and description, a brief description, of what they were.
So financials, 2017 financials, put a piece of tape on it that said, "2017 financials" or "AR" or "Invoices" or whatever. So that's the -- that's the extent I scanned the boxes, is to see what was in the boxes to make sure that they were getting the documents it needed.
There was also a large filing cabinet of individual owner information that they did not request or didn't want -- wasn't relevant. And then there were other property patrol documents that went back forever and there were some blueprints. And then there was one

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file cabinet full of miscellaneous old batteries and broken-down junk.
Q Did you see anything relating to the 2021 club purchase in those documents?
A Again, they -- there was a binder that -- that had been in the CAM's office that was in there, a binder of documents surrounding the 2021 club purchase and the purchase agreement and the loan documents and whatnot.
Q Was there anything that stuck out to you as something you had not seen before?
A It took me days to just look at the boxes and see what was in there. I did not look at every single individual document in there. There -- there were literally 40-some tubs of documents. I definitely did not have the time or the inclination to look at every single document in there. I was tasked with putting a general description of what was in the box.
Q I hear you. My question was maybe a little bit more precise than that. I'm just wondering: From what you did review, was there any particular document that stuck out in your memory?
A Not that I can recollect.
Q Are there documents stored in the room above the lobby?

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A There are no documents stored (audio interruption) the room above the lobby has security computers for cameras and it has blueprints --
THE COURT REPORTER: Okay. There was a --
THE WITNESS: -- of the building.
THE COURT REPORTER: There's a -- was an audio disruption right at the beginning of his answer.
I had, "There are no documents stored" -- and then there was an interruption -- "the room" would have --
THE WITNESS: The -- there -- there are no documents stored in the room above the lobby. The room above the lobby -- the -- the documents -- the documents that are of relevance to the -- the -- all of the construction blueprints of the property when it was built -- and there were several -- there's several redundant binders of, like, how to operate the trash chute or information on the finishes in -- you know, light fixtures and whatnot. But there are no COA -- I guess those are of COA interest, but they're not what I would call COA documents, if you will.
BY MS. MADDALENA:
Q Have you been asked to sign any

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interrogatories in the fraud case?
MR. MILLER: Objection. I'm going to instruct him not to answer. If it's been discussed, it would be attorney-client privilege. And if it's occurred, you would know about it because they would have been filed. So whether or not he was contemplated as a person would be protected.
MS. MADDALENA: Sure. I can maybe shortcut this a little bit.
MR. MILLER: And I -- and I don't know if he has or not. You may have some interrogatories that he signed, if that's where you're going with it. I just don't know --
MS. MADDALENA: Yeah. I hear you.
MR. MILLER: -- enough about the fraud case to know.
MS. MADDALENA: Yeah. I can go about this a different way so we don't have to worry about treading on anything.
I'm going to show you -- I'm showing you an email. I'll attach this as Exhibit 26.
(Exhibit No. 26 was marked for identification.)

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BY MS. MADDALENA:
Q This is an email from Lance Cook at Wallace Jordan. Are you familiar with Lance Cook at Wallace Jordan as being attorney for the association?
A Oh, yeah. I -- yes.
No, I have not signed these interrogatories yet because I haven't been in a position to sign them.
MS. MADDALENA: Okay. And I don't need to know anything about anything that you talked about with Mr. Jordan. My question more relates to the document itself.
So I'll put it up. It's Exhibit 20.
(Exhibit No. 20 was marked for identification.)
BY MS. MADDALENA:
Q And what I'm trying to do here is short-circuit a little bit of this. So I asked you earlier do you believe Clara Pease engaged in fraud. And I was going to ask the same for any of the defendants included here, but rather than trudge through that, as I understand it, your position is the lawsuit speaks for itself, the complaint makes its allegations; is -- is that correct?
MR. MILLER: Form.
You'll still answer, Randy.

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THE WITNESS: Yes. That's my position. And as to the interrogatories that you're requesting, you requested -- or somebody requested -- I'm going to give you a little timeline. I drove across country. I left on the morning of the 1st --
MR. MILLER: Randy? Randy?
THE WITNESS: I have been --
MR. MILLER: Randy?
THE WITNESS: Yeah.
MR. MILLER: You just need to answer her questions. You don't --
THE WITNESS: I have not signed any interrogatories. I haven't read any interrogatories. I haven't even been in a position to take care of the interrogatories.
BY MS. MADDALENA:
Q Okay. And so what I'm going to look at -- so I'm showing you here questions that have been asked. So an interrogatory is a written question. I'm showing -- I'm going to show you what's been asked and at least the draft response. And you've indicated you haven't signed it. I have not received a signed copy. So that's why I'm -- if I had, I would accept that as the answer of the association.

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But what I'm trying to understand -- and, really, I'll just be very direct with you. I'm trying to understand what evidence exists to substantiate the allegation that Ms. Clara Pease or Emerald View engaged in criminal or fraudulent conduct such that you believe that that's a supported position to take; right?
That's -- that's what I -- that's all I'm trying to do, is understand. What are the documents and the -- and the testimony to support that?
And so I think your lawyer wants to say something.
MR. MILLER: Yeah. I mean, I do want to be very clear. You keep saying the position that you-all are take -- the allegation. These are allegations in a different lawsuit that -- none of these allegations are in the lawsuit for which his deposition has been noticed. And I think that needs to be very clear from the record since the large majority of this deposition, as I see it, has focused much more on the other lawsuit.
MS. MADDALENA: And -- and I hear you. And you can -- I -- you can -- your objection to relevance is preserved.
MR. MILLER: Well, it goes back -- I do want to make this clear. And I'll say something I said

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to you off the record earlier but now I'll put it on the record.
I realize we're in state court, not federal court. So I realize there's no official hard cap on the deposition time frame. And I will certainly recognize that this has lots of claims, counterclaims, third-party claims, however many claims it is. It is sprawling and I recognize that.
But it is not fair for Mr. Bradshaw to sit through a three- or four-day deposition, which is what it seems like we're on pace to do because I'll say approximately four hours today, however long it's been, has been overwhelmingly dedicated to things which are, I would suggest, not relevant and probably not even reasonably calculated to lead to the discovery of admissible evidence -- which, I guess, is the old standard, I guess, proportional to the claims and defenses to use the new standard -- in the lawsuit that we're here about.
And so if the motion for protective order, whether it gets filed, if we're unable -- not able to complete this deposition today, I wanted to be clear, understanding that relevant objections are

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still preserved for trial, that I think much of the time today has been wasted. And you can --
MS. MADDALENA: All right. Well, your objection --
MR. MILLER: -- if need be -- but I -- I would like it to be on the record at this point.
MS. MADDALENA: And your objection is preserved. We'll keep on moving through.
BY MS. MADDALENA:
Q So let's look at the second amended counterclaim in this case. We'll walk through that.
Are you aware of and have you reviewed the second amended counterclaim, third-party complaint, and cross-claim, which is essentially the claims against you individually and the association and others?
Have you -- have you seen this document before? It's approximately 71 pages.
A Yeah. I -- yes, I have.
Q Okay. And I'm going to stop sharing, but what I'll probably do is pull up specific sections and ask you about that.
So do you understand that there are claims filed against you in your individual capacity?
A Yes.
Q All right. So I'm going to go to

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paragraph 51 of this document, which reads "Current president, Randy Bradshaw, is a leader of this campaign." It's a reference to a concerted, longstanding, and ongoing negative public relations campaign. "Prior to being elected as a board member, Randy Bradshaw was involved in a recall effort against the prior board of directors wherein he made false implications that Clara Pease was a criminal."

So I'm going to stop --

A Can you show me that.

Q Yeah. I've got it -- you should be able to see it on your screen, paragraph 51.

A Okay. Yeah. I see it. Thank you.

Q Okay. I'm going to give you a moment to read that.

A Oh, I read it.

Q Okay. Do you deny that allegation?

A Yeah. I categorically deny it where I -- where I made an implication that Clara Pease was a criminal.

Q So you would agree that -- you don't have any evidence or -- that Clara Pease has engaged in criminal activity?

A These are -- I think that this is your statement of facts.

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Q Right. What I'm trying to understand is have you -- have you ever told anyone that Clara Pease is engaged in criminal misconduct?

A No.

Q Do you have any evidence to believe that Clara Pease has actually engaged in criminal misconduct?

A I guess I'm confused as to what you're asking. You made a statement in this cross-complaint. And now you're -- the statements are misleading, at best, and then you want me to corroborate your -- I mean, I didn't write that. You wrote it.

Q Right. And it's an allegation. And what I'm asking is, is if you admit or deny it. And so you said you denied it. And so I wanted to get a little more granular there --

A Well, you -- you -- you are alleging that I said that. And I guess what I would ask for is, if you have evidence that I said that, you could present it and we can discuss it.

Q Do you deny that you ever told anyone that Clara Pease was a criminal or engaging in criminal activity?

A I deny that, yes.

Q You would agree, though, that you were

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involved in a recall effort against the prior board of directors; correct?

A What -- what does a recall effort against board members -- and not all, some -- have to do with criminal allegations of a previous manager? We weren't recalling the manager.

I'm confused --

Q I'm --

A I'm confused by the whole line of -- I'm -- I'm sorry, but I do kind of agree with our -- my counsel here. This seems like a real fishing expedition. And I guess I wish I had known that this is going to be days and days and days. I would have scheduled my life differently.

Q Well, right now we're looking at the second amended counterclaim, which is in this case operative --

A Who drafted that?

Q I drafted that. And what I'm trying --

A Okay. So you're -- you're making --

THE COURT REPORTER: Okay. Remember --

THE WITNESS: -- allegations --

THE COURT REPORTER: Remember, you need to wait for her to finish --

THE WITNESS: Okay. Sorry.

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THE COURT REPORTER: -- before you start. That's okay.

THE WITNESS: Sorry.

THE COURT REPORTER: That's okay.

THE WITNESS: Sorry.

MR. MILLER: Randy? Randy, you don't have to agree or disagree with Maddalena. We just need you to answer the questions that she asks; okay?

THE WITNESS: Okay. I said she asked if I said she was a criminal and I said no.

MR. MILLER: The most recent question was: Did you participate in a board recall? And you went off on whether or not --

THE WITNESS: Yes.

MR. MILLER: -- (indecipherable) --

THE WITNESS: Yes.

MR. MILLER: -- they were connected --

THE WITNESS: Yep. Yes.

MR. MILLER: -- (indecipherable) --

(Multiple speakers).

THE COURT REPORTER: Okay. Again, you're talking during Mr. Miller talking. So if you could just not do that, that would help me a great deal. I'm sorry.

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BY MS. MADDALENA:
Q And so moving on, we talked about a -- the GoFundMe campaign to take back Laketown Wharf, and I believe you testified previously you were not involved with that at all; is that correct?
A I have not had any GoFundMe accounts initiated by myself or any dealings with initiating a GoFundMe account or take back Laketown Wharf or any other purpose.
Q Okay. I'm not talking about opening or initiating one. I'm just saying being involved in one, donating in one, participating in one --
A I did not donate. I was not involved in that. I mean, you're asking the same question over and over and over and over and over again. And it doesn't change the answer. I'm not -- I have not been involved in that.
Q Okay. Have you ever made public comments to members of the association that the FBI is investigating Clara Pease?
A I have not because that would be news to me.
Q Have you ever made a report to the FBI regarding Clara Pease?
A I have not.
Q Have you ever made a public comment that the

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FBI was investigating members of the prior board, including Zach Shewmaker?
A I have not.
Q Have you ever made a complaint against Clara Pease or Emerald View with the Florida Department of Business and Professional Relations, also known as the DBPR?
A On Clara Pease or on Emerald View?
Q Either one.
A I did make a complaint about not getting information and them not having a bid process on the elevator modernization --
THE COURT REPORTER: I'm sorry.
THE WITNESS: -- that we discussed earlier.
THE COURT REPORTER: I got it. It broke up while he said "modernization," but I figured it out.
MS. MADDALENA: Okay. Just making sure you got it. All right.
THE COURT REPORTER: I did.
BY MS. MADDALENA:
Q Did you participate with Darien Henderson with filing any complaints with the DBPR about Clara Pease or Emerald View?
A I believe the only complaint that I filed

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with DBPR was the complaint about them not producing information or actually getting more than a single bid for the modernization of our elevators.
Q Okay. Did you ever complain to the city of Panama City Beach that one of Clara Pease's renters, a laundromat, was -- was not to be operating at Laketown Wharf?
A No. I actually contacted the planning commission because I have some experience with zoning and asked about the laundromat and requested information on how a -- that facility was permitted. That was the request I made, not a complaint. I requested information regarding the permitting of that laundromat in our (audio interruption).
THE COURT REPORTER: "In our" what?
THE WITNESS: In our condominium.
THE COURT REPORTER: Thank you.
BY MS. MADDALENA:
Q And what was the response from the city of Panama City Beach?
A That it was permitted, that they issued a permit. Well, of course, they issued a permit because there's a facility there, but they never did actually answer the question.
Q Have you continued to claim that the

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laundromat is operating unlawfully?
A No. But every time someone complains about the laundromat, I tell them that it's been permitted, and that if they have complaints about the laundromat, I direct them to the planning commission at city of Panama City Beach.
Q Have you singled out Clair Pease as a retail owner in the community and targeted her because you dislike her?
A Nope.
Q Have you ever tried to interfere with any of Clara Pease's businesses?
A No.
Q Have you taken the position that the easements held through Clara Pease's entities were unlawful?
MR. MILLER: Form.
Anytime I just say the word "form," Randy, you'll still answer.
THE WITNESS: There are easements on the property. I do question the validity or how one of them is administered, for sure. Actually, it's more administration than -- clearly, there's easements on the property. They're recorded.

BY MS. MADDALENA:
Q And so what -- what are the concerns about the administration of one or more easements?
A Well, I think one of them is in the -- speaks for itself. It's in the amended claim.
Q I guess I'm not understanding. You -- you mentioned that you have concerns about the administration of the easements. What did you mean by that?
A Well, that the -- that the COA has no right to set reasonable rules on parking, for instance, or -- or enforce the rules that -- that -- that were passed years and years ago. Again, that's -- that's a lot of -- that's the basis for the litigation in this case. If we were in agreement to it, I guess we wouldn't have this -- this wouldn't be a case; right?
Q What is your understanding of the outcome, the desired outcome, by the association for its affirmative claims as it relates to the easements?
A Which easements? There's three of them.
Q So I believe the -- the affirmative claims by the association target the lobby easement, the storage closets, and the supply closet. Do you have an understanding of what the ultimate relief is that the association wants?



MR. MILLER: I mean, I -- I think I'm going to object and instruct him not to answer. I mean, it -- legally speaking, the pleadings will speak for themselves. And then anything more than that would be attorney-client privilege.
BY MS. MADDALENA:
Q Is it your understanding that you want the easements to be voided and not exist anymore?
MR. MILLER: I think -- I mean, I think even that would really be the same objection.
MS. MADDALENA: I'm having a little trouble with that as a privilege. I mean --
MR. MILLER: Well --
MS. MADDALENA: -- I'm not asking what he communicated with his lawyers or his strategy. I'm asking what -- I'm trying to understand. Are we -- do we have a problem with how the easements are being used, or is it a problem with the easements themselves? And, I mean, he is the president of the association. If the answer is, "I don't know" or -- then that's one thing but -- just trying to understand.
MR. MILLER: Yeah. I don't remember -- with all the different pleadings, I don't know if I've -- the operative one up, but the -- at least



the original complaint brought by Laketown under Count 1 has A, B, and C, declaring the -- and, really, just A, but declaring the relief sought, declaring the easement purporting to grant perpetual exclusive use of the lobby as invalid -- and it goes on. Count 3 was the statute of frauds declaring the easement invalid. So, I mean, the pleadings identify the legal relief that is being sought.
MS. MADDALENA: I'm still going to say I don't think that's an appropriate objection, but we can move on.
BY MS. MADDALENA:
Q Have you ever stated that you would find the money or find money allegedly taken by Clara Pease or Emerald View from Laketown Wharf?
A I have not.
Q Have you heard anybody else, any board of directors, state in a meeting they would find the money allegedly taken?
A I have heard in -- in -- a lot of inappropriate comments made in board meetings prior to me being on the board and since I've been on the board. I run a different meeting than -- than most and shut any of those comments down because they're -- shouldn't



be made in a -- in that meeting.
Q Who have you heard make those statements?
A I can't recall. I get inappropriate statements made in -- well, less so now, but when I was first president, there would be a lot of comments made that were not on the subject at hand.
I allow public testimony a little bit more than -- well, a lot more than the predecessors because I actually allow people to speak on items that are on the agenda, but I also expect them to only speak on the agenda item and not go out in left field. And I will stop them whenever they do.
Your client came in -- your client came into the meetings asking us to fund forensic audits. I mean, so . . .
Q And was that ever done?
A No.
Q Why not?
A We have an audit.
Q Has that audit identified any -- any missing money?
A Well, we did have problems with our 2024 audit, not missing money, but we did have audit questions that -- that dealt with the -- the funds from 2021 and, ultimately, that -- from -- from $2 million

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of the loan that we got in 2021 that relate to the modernization of the elevators.

And, ultimately, we're paying back a due to reserves that we're going to -- we're going to finish paying back this year. So I would say that that money was not routed appropriately. And that's not my opinion. I mean, that's the opinion of the auditor. That's why we're paying back the due to reserves.

Q So if I'm understanding you correctly, is -- is there a 2024 audit dealing with 2023 money that suggests some -- some inappropriate use of funds?

A Well -- well, the funny thing is, is it's the series of audits from the same auditor. And so in 2024, they finally decided that -- let's see. So the 2024 audit -- yes, it would have been for 2023. You're correct -- 2023, that funds that they received were not properly routed.

And so we had a due to reserves that we had -- that we're on the hook to pay. It's currently in our budget. We'll finish up this year. It was made in three payments. And it -- it equaled about a million-eight.

Q So when you say money wasn't routed correctly, do you mean money was not put in reserves as it should have been and that's why money's due to

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reserves? I guess I'm -- I'm not 100 percent following on the details.

A That would be a question for the auditor. Read the audit report. I mean, their -- their assertion is that the dollars weren't adequately moved through the budget.

Q Other than that which you're referencing, have you seen any indication that there was a misuse of funds by -- by Clara Pease or Emerald View?

A I have seen questionable expenditures and questionable invoicing, even during our time, so . . .

Q Can you be more specific.

A I think that -- I think that as shown in that budget -- or in that audit, sometimes funds were not as tightly controlled or -- or accounted for as they probably should have been.

Q And what role does Clara Pease or Emerald View play in this?

A Well, they managed the association for a lot of years. I mean, they managed the association, what, until March of '23?

Q Right. And so --

A So almost all of the time -- almost all of the time I -- the majority of the time that I owned there, Emerald View had -- had managed the association.

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Q And so what specific transactions are we talking about involving Emerald View or Clara Pease that you find questionable?

A The account -- that -- that audit called out the routing of the funds that should have gone to reserves. They -- they didn't see that it was appropriately traced through the budget.

Q And we talked about that --

A So we're paying for it. So, ultimately, I mean, I guess what's -- what -- what you could say is that you had a -- two -- two -- the auditor is saying, "We don't see where this money has came back to the reserve fund like it should have and may have been expended on operational items. So, therefore, you have a due to reserves."

And we've been paying that now over -- over three years. They paid it -- they started paying it back before my time. Well, I guess -- yeah, they -- they started to take care of it before my time. And I have had two -- two due to reserves out of our budget.

Q Okay. And we talked about that. And I guess what I'm asking is: Is there any other specific transaction or occurrence that you can think of relating to Emerald View or Clara Pease for financial --

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A I think we've discussed many that are problematic that have been under her. I mean, again, would you let out a $2 million elevator contract -- if you -- if you were managing, would you only accept one bid on a $2 million contract?

Q I'm going a little bit further than that, though; right? Not would you have done it differently, but I'm asking about theft, fraud, people saying "Find the money"; right? There's an -- there's an --

A I didn't say --

Q (Indiscernible).

A I didn't --

Q (Indiscernible).

A I didn't say --

Q (Indiscernible).

A I didn't say find the money --

THE COURT REPORTER: Okay. Would -- Julia, do you mind starting your question again and finishing it?

MS. MADDALENA: Sure.

BY MS. MADDALENA:

Q What I'm -- and, really, I'm just trying to understand. If the answer is, "I don't know, there could be something out there, but I don't know," that's an -- that's okay. But I'm just trying to understand.

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Do you have any specific examples of transactions where you believe Emerald View or Clara Pease took association money or, you know, misused for their own self-interests association money?
A I think we just -- I just answered those questions.
Q So the answer is -- other than what we've talked about, is your answer, "No, I don't have anything to add"?
A I don't have anything to add.
Q Have you ever instructed property patrol to follow Clara Pease?
A No.
Q Have you ever instructed anyone with property patrol to surveil her or watch her on any video footage, any movements around the property?
A No.
Q Have you heard of anyone else instructing security or property patrol to do that?
A No.
Q There was an incident where I believe locks were placed on the lobby doors. Do you recall that being -- being an issue that was talked about in the community?
A Before I was on the board, there were locks

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placed on the lobby doors that didn't allow access for the COA to the lobby, but the circumstances surrounding it I'm a little fuzzy on.
Q Okay. So were you personally involved with any of that with regards to the lobby lockout?
A Before my tenure. And I was an owner at that point.
Q Okay. Have you ever directed waste management to not do trash disposal for Clara Pease's restaurants?
A Is this a trick question?
Q No.
A I -- Waste Management isn't even our contractor for the COA. So, no, I've never had any discussion with Waste Management about waste removal from the property.
Q Right. And I guess -- so when I say "waste management," I'm just -- I'm talking about a trash service, not a particular vendor.
A Oh, okay.
Q Have you directed any trash service that services Laketown from -- to not service anything related to Clara Pease?
A No. In fact, I wish that -- and we had a meeting about their ineffective trash removal, so no.

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Q Are residential owners provided bulk cable and Internet through the association?
A Residential owners are provided bulk cable and Internet through the association, yes.
Q Are -- are retail units provided these services?
A No.
Q How is the bulk cable and Internet paid for? Is that paid out of operating?
A Yes.
Q Do you agree that retail owners and residential owners pay the same price per square foot for their units?
A Yes.
Q Is there a separate set of books for where the residential owner money assessments go to versus retail owners, or is it all put into one operating account?
A It's in one operating account.
Q Is there an RFID access to the pools and other amenities on site?
A There are.
Q Do you have to have a wristband to get into that?
A Yes.

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Q Does the association sell those wristbands to renters?
A They -- yes. They -- they provide access through a resort fee, which was meant to pay the obligation of the debt on this 2021 club purchase.
Q And does that revenue pay for the debt for the loan?
A No.
Q Is there a --
A I mean, does -- what -- do we receive enough to cover our expenses and pay the loan? I mean, I guess I don't understand your question.
Q Yes. Yes. That is my question.
A No, it -- it doesn't cover the loan amount. Yes, the gross -- the gross amount received is close to the loan amount, but it doesn't take into account all of the expenses associated with maintenance and operation of those facilities.
Q So do those facilities result in a net loss, even with the revenues generated from wristband sales?
A We don't cover the expenses associated with the operations of those facilities.
Q Does the RFID access also allow access to parking garages?
A No.

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Q What -- what is required to get into the parking garage?
A Parking pass.
Q Are those issued to retail owners, the parking passes?
A The retail owners, I believe, park in the flat lot.
Q And their employees park there as well; is that correct?
A Well, I'm not entirely sure where the employees park. They -- the rules stated that they were supposed to park, like, on the eighth and ninth floor of the parking garage, but they're -- they don't do that.
Q Would that be because they cannot access the parking garage because they don't have the passes?
A No. There's absolute -- there's nothing stopping them from driving in there. They just -- they just choose not to do it. Many of them park in the south parking garage where they're, by rules, not supposed to park. And -- and I might add, those rules were passed in, like, '22, June of '22. So, again, we're tasked with administering rules but . . .
Q Do the doors on the parking garage -- so not the gates that you would drive through, but the actual

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doors on the garage, are those RFID access?
A There is a single door out of two that is RFID access to the stairwell, to the tenth-floor pool. The elevator that's right adjacent to it is not and neither is the other elevator and -- and -- and stairwell access.
Q So is it your understanding that employees of retail units would be able to both pull in, access the garage, park appropriately, exit, and regain entry and be able to access their vehicles with what they have presently?
A Absolutely. The only access door is the ground floor door. They can go above the ground floor. There's -- there's, like, four crossovers from the main building to the parking garage -- maybe there's five -- that they can go up, up the elevator and go across from floor, I think, 2, 3, 4, and 5.
So those are all accessible from employees, or they could go -- continue up the stairwell. They could go up to 1 and continue up the -- the one stairwell that has the ground floor locked door. They could easily walk around it.
Q So as far as our RFID access to the club, former club property -- that might be like pools and amenities and things like that -- how many wristbands

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are available to residential unit owners?
A Residential unit owners have wristbands that were set by occupancy -- based on occupancy that's set by the fire department.
Q Is that a square footage calculation?
A For that, yes.
Q And then, by comparison, what is the formula to determine how many RFID wristbands a retail unit owner gets?
A Funny thing was there never was any set formula for assigning retail wristbands. Nowhere in our documentation does it have any formula for -- or even -- or even mention of giving wristbands to retail owners.
Q Is there a current method or formula for how many wristbands are available to retail unit owners?
A Yeah. Because the rules and documents were silent and didn't provide for issuing. They -- retail owners brought to our attention that they would like to have wristbands, and so the board passed the ability for each individual retail owner to get -- receive two wristbands.
Q Why are the retail owners limited to two wristbands?
A Because that was the set amount the board

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passed.
Q Was there any reasoning discussed as a basis for choosing that number?
A It was an equal number for all of the retail that -- that provided for access.
Q Was there a concern about giving retail unit owners more than two wristbands?
A There was concern over giving them to them based on occupancy as stated for individual residential units. For instance, our tenant at 810 probably has a -- or an occupant load of, like, 600-and-something. And the board wasn't interested in giving out 600-some wristbands to an individual retail space.
Q Did the board discuss giving any more than two wristbands to retail owners? Were there alternates proposed, or was it two?
A They just -- they put -- as -- as stated, they put together a policy. It went to a board meeting. It was given -- there was plenty of ability for people to give their testimony on it. And it was passed that they would be given two.
Q So -- so would you agree that two is an arbitrary number selected by the board?
A Two was -- during discussions with counsel and the board, that was what was decided upon, was to

issue two. And I might add that previous to that it was zero. There is no mention -- there is nowhere in our documents, there was no policy, on issuing wristbands to retail units. So I guess two would be more than zero.

Q Is that because the club property was privately owned, so nobody would have had any automatic right to wristbands?

A Well, previous to the club property being owned, there was still owner pools. They -- they had two owner pools that they -- that retail still didn't have access to. They didn't have wristbands at that time.

I mean, again, I didn't -- I didn't manage the property. I mean, you know, from, what, 2016 or so, Emerald View managed the property. I don't know why they didn't set a policy for it.

Q How do you know that they didn't have access or wristbands? Do you -- do you know that or are you assuming?

A There's no written policy -- well, there's a written policy for -- for residential and no written policy for retail. So, yeah, I guess the assumption is there was none.

There's nothing that's in writing or nothing



no one can produce, anything, that said how many wristbands by policy anyone was supposed to get other than residential. And, again, there were -- there were two pools that were, since I've lived there -- or owned there, that are owner-access.

Q Is the limitation on wristbands punitive because the retail owners claim the exclusive right to use the surface flat lot for parking?

A One has nothing to do with the other.

Q Have you ever told anyone that the reason there's only two wristbands for retail owners is because they have the surface lot for parking, and they claim it for themselves?

A One has nothing to do with the other. Again --

Q Have you ever said that?

A -- I -- I -- I -- I'm going to say I work under policy. There was no policy for issuance of wristbands. We created a policy.

If -- if -- I'm sure that everyone has their opinion on that, but there was no policy prior to us putting into place a policy. And the policy on wristbands has zero to do with parking.

Q My question is more specific than that. It's: Did you ever tell anyone that the cap on retail



wristbands was because the retail owners claimed exclusive use of the surface lots?

A No. One has nothing to do with the other.

Q What's your understanding of whether retail units can be converted into residential units?

A My understanding is it stated that -- what -- what did you say, retail or commercial? Because there's a distinction on our property. So let's make sure that we have the nomenclature correct.

Q Sure.

A Did you say commercial or retail?

MS. MADDALENA: So let's open the declaration. This is Exhibit 1.

(Exhibit No. 1 was marked for identification.)

BY MS. MADDALENA:

Q This is the original Declaration of Condominium of Laketown Wharf recorded 11/14/2007.

Are you able to see that on your screen?

A Yes.

Q Okay. I'm going to zoom us out a little bit and go through and see if we can locate the different types of units.

Here we go. So this is on page 8 of 34. So it says, "The units of the condominium are described



more particularly and the rights and obligations of their owners established as follows: A, Types of Units."

And it says, "Unit Type," and you have residential units --

A Yep.

Q -- total number, 765 for the original documents. Then you have, "Commercial Units," broken into "Commercial Office" and "Retail Space." Total commercial units, 35.

And so understanding that, it appears there's a difference between a commercial office and a retail office, but both of those qualify as commercial units.

Do you agree?

A Well, what's been explained to me is we have residential units, commercial units, and retail units. The commercial units are the ones that reside in the knuckles. And commercial units have the opportunity to convert into residential or commercial. And, in fact, many of them have been converted.

Q Would you agree with me that, at least according to the declaration, paragraph 4A, there are two primary types, residential unit and then commercial units, which include both commercial, office, and retail space? Would you agree that that's how, at

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least, it's listed on this page?
A Well, I mean, in the original. I mean, what's it say in the amended?
MS. MADDALENA: This is Exhibit 2.
(Exhibit No. 2 was marked for identification.)
BY MS. MADDALENA:
Q Hopefully, you can see this on your screen.
And so this is 98 pages, but quite a bit of this is legal description.
Have you read this document before?
A I have read it in the past, yes.
Q Okay. And so we'll glance through here. Section 1B is amended.
2E, 2.1.
We were looking at section 4 previously, so let's keep scrolling.
Section 3G, this says section 4C(3) is amended in relation to limited common elements.
Section 4E(2)(A) is amended.
And then it starts to move on to section 6.
It looks like it goes in order, section 7, 8, 11G, 18, 19, 20, 21.
And then it begins to amend the bylaws.
I did not see any change to the definition of

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"units" within that document. Did you?
A I didn't, but we scrolled through it quickly. But my understanding is that the -- that the -- what's recorded at Bay County is you have residential units, you have commercial units that have an R or a commercial or residential designation, and then retail have a retail designation.
Q So is it your -- is it your belief that the county would not allow the conversion of a retail unit to a residential use?
A Well, I don't -- I would say that probably the city would have the jurisdiction. I'm not entirely sure there.
Q Okay.
A But I do know that there's no question that the commercial, which are the knuckle units in our building, can be converted. And -- and many of them have been.
Q Were you involved in the changing of locks on the supply cabinets on or about April 26 of 2025?
A Was I involved, like, was I there?
Q Yeah. Were you involved at all? Did you know about it? Were you -- did you change them yourself, anything?
A Yeah. At the advice of counsel, we could

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change locks. So my understanding was we could change locks. And, therefore, we proceeded with changing locks on the -- on the supply cabinets.
Was I there? No, I was not there. I was in Washington State at the time.
Q Was there a vote taken by the board to move forward with changing the locks?
A It was their ongoing case. And, again, not -- not getting into the advice of counsel, the counsel advised that those could be changed. And it was the wish of the board to have them changed.
Q Right. And I'm just asking the mechanism by which that was approved. Was that a vote taken at a meeting by the board?
A The board, before my time, was pursuing the changes -- all of these easement questions. Counsel advised that those locks could be changed. So at the advice of counsel, the locks were in -- on process of being changed.
Q Well, I asked you if this occurred April of 2025, so you would have been on the board since October of '24 by that point; correct?
A Yeah.
Q And so that's about six months at least, if not more, later. So my question is specific: Do you

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recall there being a board vote --
A There wasn't --
Q -- to change the locks?
A The direction of the board was, as soon as they gained access to those units, that they would change the locks. So, administratively, on advice of counsel, they changed the locks, just like when -- any other time when we feel that we have taken possession of property.
Q I'm just trying to understand. Was there a board vote at a meeting that you can recall? If you can't recall a board vote, just let me know. That's all I'm trying to understand.
A No. There was not a board vote. The standing wish of the board is to -- there -- it doesn't require a board vote.
Q Okay. That's all I wanted to know, was if there was a vote.
Do you recall the locks being changed at night, in the middle of the night?
A I believe the locks were changed in the middle of the day because I was called -- that there was an issue when they were changing the locks -- at approximately 1:00 or 2:00 p.m. So that's not night. That's clearly in the daytime.

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Q Do you remember the police being called?
A I wasn't there. I -- I would only be going by hearsay.
I'm not sure of the particulars. They were changing the locks. In the process of changing the locks, there was an issue, so they stopped changing locks.
Q And was the changing of the locks ever completed?
A Not to my knowledge.
Q Did you ever tell a towing company that had been retained by Clara Pease's entity to monitor the service lots, not to tow anyone from that parking area?
A No. I'm going to give some context to your question, though. So when I took -- when I came onto the board, there was an agreement on parking management on the flat lots. They had an agreement in place with the tow company, which was Discount Towing. Discount Towing was the tow entity for Laketown Wharf.
By statute you cannot have more than a single tow entity. Before my time they had a list of representatives they could call for tows. So we have three different cases at Laketown where people could -- could tow:
One is individual owners of a parking space.

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Those are -- are clearly marked with signs. And the individual owners of those parking spaces has sole right to tow because they purchased those spaces.
They had an agreement that retail on spaces -- and, again, this is before my time. But the tow list that they had was Clair Pease and her representatives -- and I don't know who all of her representatives were -- could call and tow from spaces that were marked retail parking, which are on the flat lot in front of the -- the retail spaces.
Then the remainder of the spaces, which would include the unmarked spaces and the garages, were under property patrol list, of which they had four authorized callers that could call and request tows.
So Discount got called to tow vehicles from the back flat lot at -- that served 810, which is the old convention center, which is adjacent to Front Beach Road. None of those spaces are marked retail parking.
Discount told Ms. Pease that they -- she was not authorized to call and tow from those spaces because that was the agreement that they had. That's what was on file. And it had been on file for years.
And she called and complained about -- actually, I think Zach called and complained about it and said, "Hey, if you think that people are -- are

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illegally parked there, you have to call patrol."
They can call them. These aren't spaces that you have the opportunity to tow from. That's their -- that was their deal, not mine.
And then the next week -- the next week, the same -- the same occurrence happened, except for Ms. Pease called a different tow company -- actually, Ms. Pease didn't call them. The different tow company, Zach Shewmaker called them.
I have "Internet connection unstable."
Can you hear me?
THE COURT REPORTER: It's breaking up a little bit. I've been able to get it so far, but it's -- I can tell it's not stable.
THE WITNESS: It just flashed in front of me. Sorry about that. Do you need to back up?
THE COURT REPORTER: The last thing that I have is "didn't call them. The different tow company, Zach Shewmaker called them."
And then you said, "I have 'Internet connection unstable.'"
THE WITNESS: So the -- so the next weekend from that event, the very same thing occurred. Discount was called. Discount refused to tow from spaces that she wasn't authorized to tow from.

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And so somewhere along the line, a unilateral decision was made there. And -- and, apparently, by my recollection, Zach Shewmaker hired Whites Towing to be the tow company for Laketown Wharf.
And when I was made aware of that, I called White's and said, "Who -- who changed you as the authorized tower here? They -- you can't -- can't just decide unilaterally that someone else is going to be the new tow company. We had a contract with -- with Discount."
So I did discuss with White's that they probably didn't have an authorized person making that call and that they should probably remove their signs because Discount was our tow company of record.
BY MS. MADDALENA:
Q What efforts has the association undertaken to patrol and secure the surface lots during your tenure?
A Well, to the extent possible, they go out and patrol the lots and tow people that are illegally parked. They issue parking permits.
Unfortunately, the parking process there is disjointed because of the numerous players in the -- in the program. Parking patrol goes out. They monitor

the lot. They issue parking passes for people that are coming in. And they monitor the lot to make sure that those passes are there.

The rules that were in place prior don't allow for owners or guests to park in those parking lots. They've been directed to call owners or guests that were parked there, but they've also been directed to give them warnings and contact them, but repeat offender -- offenders should be towed. And we've towed a lot of people from the flat lots. We -- we -- we tow a lot of people off the property in a given year.

Q Spring break this year, were there any problems with securing the -- the parking areas or the -- the facility, maintaining adequate security?

A No. We were patrolling and securing the building and -- and towing folks from our garages and from the flat lots, towed many people from the flat lots and from the garages.

Q Were there any incidents where the police had to respond to Laketown Wharf during the spring break season?

A The police respond to Laketown Wharf all of the time. So I would assume that during spring break they probably responded many times to Laketown Wharf.

Q Was the association cited for not meeting



local law in regards to minimum security requirements?

A The association has issued citations.

(Brief pause).

THE COURT REPORTER: Okay. Mr. Bradshaw, you've frozen.

(Brief pause).

THE COURT REPORTER: Okay. So what I have that you said is, "The association has issued citations."

THE WITNESS: I said yeah.

BY MS. MADDALENA:

Q You said yes. So -- so the association --

A Hang on. I'm sorry. I was showing unstable.

So what I said was the association was cited and issued a citation.

Q What social media platforms are you active on?

THE WITNESS: Can we take a break?

MS. MADDALENA: Sure. Yeah. Why don't we take a break, so we'll -- ten minutes. We'll reconvene at 3:00 p.m. Central.

THE WITNESS: Thank you.

THE VIDEOGRAPHER: Going off the record at 2:49 p.m. Central.

(Recess from 2:49 p.m. CT to 3:02 p.m. CT.)



THE VIDEOGRAPHER: Back on the record at 3:02 p.m. Central.

MS. MADDALENA: All right. We are back on the record after a brief break.

I'm going to show you exhibits that have been marked 27 and 28.

(Exhibit Nos. 27 and 28 were marked for identification.)

BY MS. MADDALENA:

Q And I'm actually going to start with 28. And this -- this -- looking at the bottom here, this is an email from Clara Pease sent Wednesday, March 26th of 2025, to LTWharf@ciramail.com with a cc to RandyBradshaw4LTW@gmail.com.

And there was an attachment to that, "Letter to Board of Directors." And I'll pull up the letter next.

But I'll stop here and ask: Do you recall receiving an email from Clair on this day with -- with a letter attached?

A Not right off, but maybe if I see the letter, I'll be able to answer that.

Q Okay. And so Exhibit 27 is the attachment. And so this is dated March 26, 2025, to the board of directors, "Re: Immediate action required, loss of



critical association documents."

And what I'll do is I'll -- I'll just pause right here and give you a few moments to read that. Let me know when you're done.

A Yeah. I recall this email.

Q Do you need time to review it?

A No. I . . .

Q And what I'll do is I'll kind of continue scrolling. And this is a five-page document, total. The letter itself is two pages, signed by Clair Pease, and then there's some screen shots that follow on the next few pages.

And so do you recall receiving this letter with these screen shots?

A I don't recall delivering -- or seeing the screenshot. I saw the letter.

Q Okay. And -- and from my review of the letter, it looks like Clair Pease is writing about the potential disappearance of association documents. She indicates there were two forms of delivery at turnover from Emerald View.

Number one lists a physical file cabinet. Number two lists digital access to the official Laketown COA website, which housed every document related to this resort since its inception.

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And she goes on to indicate that, "We were told by John Miller and Felishia Landers that GrandManors downloaded all documents from the site. Despite this assurance, we are now being told that these documents can no longer be found. Additionally, we were informed that the physical file cabinet is also missing."

And I'll stop here and -- I'll stop sharing my screen just so we can look at each other, but if you need to look at that, we certainly can go back to it.

But my first question is: When you got this letter, what did you do next?

A Asked -- asked about the physical file cabinet that she was alleging -- because in a meeting it sounded as if they had a single black file cabinet. So I asked about a black file cabinet of our employees that were there and of the files.

And I was told that all of the files had been turned over. Sue and Roger -- at the time I think Roger was still kind of point guy for Laketown Wharf and -- excuse me if his last name escapes me -- said that they had -- that all their documents were on two places. They had documents that were shown for owners in the owner portal, and then they had a separate portal for board members.

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I was never -- I -- I never could get my -- my sign-in for board members to work. So I asked them for documents from time to time, mostly financial information that they could produce.

But, yeah, we -- I asked about those documents. They said that they had documents and that they don't remember a black file cabinet after I was given access to the room or discovered that we had a room.

Because, initially, in your discussion -- or -- or -- or you had alluded to that all of these documents were supposed to be in that room above the lobby, which is floor 1, which is our security room where the -- where the blueprints and stuff are. And there were no documents there. There was no black file cabinet. There were no COA documents there.

But I was assured that they didn't lose any documents and that they didn't know about a black file cabinet. But in that -- in that room was documents in -- in bins. And there was a black lateral file cabinet, but it did not contain COA documents. It contained owner information documents.

Q So the assurance that you got from GrandManors or RealManage that they didn't lose any documents, they had them all saved, did that satisfy

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you that records had not gone missing?

A Right. That they were all scanned and electronically available.

Q Did you speak at all with John Miller directly?

A No. John Miller wasn't -- I have no -- I have no way of getting ahold of John Miller.

Q So he was gone by -- by that point in time?

A Long -- long gone by then, yeah.

Q And was Felishia Landers still working at that time?

A When this was brought up, no, she was not.

Q Did you speak -- or did you reach out to her at all directly?

A No. I did reach out to Belinda, who was stated in there. And she said, "I don't know what they're talking about with the black file cabinet," which, you know, I can see that being misleading because there were boxes of documents that wouldn't fit in any file cabinet that -- I -- I mean, they're -- they're on -- on shelves like you would get at Costco. And there's probably three -- three units full of documents. So they would not fit in a file cabinet. So I guess the description was misleading.

Q Did anybody go and try to find documents

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posted on the association's official website?

A Well, which official website? Cira -- the -- the RealManage website?

Q Yes. So there's reference in the letter to the official Laketown COA website with login credentials being provided to John Miller and Felishia Landers. And I'm going to scroll down.

And so these -- the screen shots are LakeTownWharfCOA.com.

A Okay.

Q And -- and as I understand it, this was an association-maintained website, not specific to RealManage or -- or a company, but that when they went back here, what they indicated in the letter is that they were unable to find documents.

And I'm going to keep scrolling here.

And you can see, you know, for example, LakeTownWharfCOA.com, slash, Board Meetings, "Downloads, Files coming soon."

And I guess my question is -- and you may have never gone to that website. My question is -- one of the requests made -- or raised by Clara Pease was that the entire archive of the Laketown COA website be retrieved and preserved. And I -- was there any investigation undertaken to try to do that?

A Well, nobody knew -- or had access to the website that was -- was there or could be found. And RealManage said all of the documents that were turned over were scanned and -- and on their site. So I'm assuming that they were turned over, rightfully, and they were scanned or uploaded to their site.
Q Okay.
A But -- but, no, I could not locate any black file cabinet.
Q During the time you've been an owner at Laketown Wharf, are you active on social media?
A I have been on social media. I wouldn't call it "active." There's people that are way more active than I am.
Q What platforms do you use?
A On social media?
Q Yes.
A Facebook.
Q And have you ever been an administrator for a Facebook group relating to Laketown Wharf?
A I was assigned administration, and I asked them to not make me administer [sic] because I didn't want to be an administrator of their Facebook page and was removed -- and removed myself, actually.
Q About how long were you listed as the



administrator before you removed yourself?
A I have no idea. As soon as I found out that I was administrator, I removed myself.
Q Did you control any of the content on that Laketown Wharf page where you had been named as an administrator?
A No. Because, again, when I found out I was administrator with -- without my -- without my authorization, I was made an administrator. Since I found out that I was administrator, I removed myself from that. I don't want to be an administrator of any Facebook page.
Q Are you still a member of any Laketown Wharf Facebook pages?
A One flashes up from time to time. I think it's the page that Laurie Lawrence has. And -- and I can't characterize myself as being a -- a pal of Laurie Lawrence's, but the only reason that I was on her site was she was very militant about making sure that people that were on the site were actual owners of Laketown Wharf.
And so it was -- could be accessed by only owners. And she was very good at removing folks that were no longer owners from the site. But I don't recall the name of the site.



Q Do you -- and you still think, though, you might be a member because it flashes up every now and then?
A It comes up on my feed. I believe it's the same one. But I don't follow any of the pages and don't comment. I quit commenting or looking at them probably four years or more ago.
Q When you were --
A There --
Q -- commenting -- sorry. Go ahead.
A Oh. There are probably 30 Laketown -- 30 forums of a Laketown Wharf page on Facebook -- pages.
Q Sure. When you were more active in commenting and viewing pages related to Laketown Wharf, do you recall posting about Clair Pease and Emerald View?
A I posted -- most of my posting was back when they were purchasing the club, which was '21 and early '22. And, yes, I did post about the purchase of the club and that I thought the purchase of the club was a bad idea. And I did post my opinion that our property was not well-managed.
MS. MADDALENA: I'm going to pull up Exhibit 5, which is the 2025 financial statements of the association.



(Exhibit No. 5 was marked for identification.)
BY MS. MADDALENA:
Q And so I'll start -- this is about 23 pages. It's listed as "Financial Statements as of December 31, 2025, (Together with Independent Auditors' Report)."
And I'm -- I'll be glad to scroll through this. We've talked about it a little bit, but do you recognize this as the 2025 audit for Laketown Wharf?
A Yes.
Q Okay. And -- and as your role as president, is this something you've seen before?
A This audit, or have I seen audits before?
Q This particular audit, yes, sir.
A Yes. I have seen this audit before and discussed this audit with Mr. McQuoid before.
Q Okay. And I see -- and I might be mispronouncing this -- McQuoid CPA, LLC.
A Yeah.
Q What is the name of the accountant?
A I -- I -- I say McQuoid, but it could be McQuoid. Looks like it's spelled McQuoid.
Q Oh, I see here. It looks like it's Thomas McQuoid.
A Yes.

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Q And in looking at the statement of assets, liabilities, and fund balances -- let's keep scrolling a little bit down here.

And I see here, under assessments and revenue -- I'm now on page 7 of the Exhibit 5. It says, "Club Income, approximately $2.3 million."

Can you see that?

A Yep.

Q Is that revenue from the sale of wristbands?

A Not entirely.

Q What else does that category include?

A That includes wristbands predominantly and income from a lease on the -- the -- what was known as the event center, which is referred to in our documents as retail 22 and 23.

Q Okay. Is this where 810 is located, the bowling?

A Correct.

Q Okay. I'm going to keep scrolling through here.

So page -- this is 14 of the PDF -- "Notes to Financial Statements, Note 11, Property and Equipment. The following table represents a summary of the property and equipment...as of December 31, 2025."

"Club assets, $15 million."

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So would you agree with me that the value of the club is listed -- club property is listed as $15 million?

A I would agree that the purchase price of the club was $15 million. And I believe that they would be erroneous in placing any other number in there because that's the number they're going to depreciate from. So it would not be to our benefit to put a smaller number in there, and it wouldn't be -- it would be a lie to place a larger number in there.

Q And the units owned by the association, is that those retail units you were referencing that used to be the event center?

A Well, right. We purchased the event center. There's two parcels there. And we purchased the lakeside conference room. And it appears that we purchased our lobby back again that was previously common property.

Q And it's listed here under property with a value of $3 million. Is that --

A Well, again, that was the purchase price of the property.

If you -- if you under -- I guess I'm going to say this: If I bought a rental property and I paid a million dollars for it -- you're going to express

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that you paid a million dollars for it on your balance sheet. You're not going to put some other amount in there.

Q Okay. Now, when we look at the supplementary information for operating expenditures -- this is page 19 -- when we go to club expenses, it says, "Dues to Condominium Association, $343,000."

What does this line item represent?

A So when the dues to the -- the condominium association, you had those four properties. So when we purchased the club, that was $15 million. Then we purchased retail property, right, that was Units 20, 21, 22, and 23. The dues that those would have been paying to the association had they still been under private ownership would be -- would equal that amount, that $343,314.

But because the association owns it and because it would throw the -- the financial underpinnings of the condominium out of whack because it would change the -- the square footage calculations, we basically pay ourselves that amount of money. That's the accounting practice that -- that we've been told to employ.

Q Okay. And so these -- this represents dues that a private owner would have had to pay for the

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retail units that used to be the event center; is that fair?

A Well, no, that -- no, it would be for all four. That's the amount that all four of those units would have been paying because, when we purchased, we purchased four retail units, 20, 21, 22, and 23. So that's the -- the total amount that those four units would have paid.

Q Okay. And then the club property that was purchased for 15 million, there's no separate assessments that are attributable to that club property; right?

A Correct. They never paid dues.

Q Okay. And so it looks like the actual expenditures for club expenses was approximately 1.7, almost 1.8 million; right?

A Yes. That's what's in our statement.

Q Now, did -- did Laketown Wharf have to pay income tax on the revenues that it made in 2025?

A Yes. That's one of those -- that's -- that's one of those problems that we've had. The -- the urban myth was we purchased this club property and it's exempt from taxes, which isn't -- which isn't true at all. We actually have to pay taxes.

And it was masked. We weren't paying taxes

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in the past because they had carried forward losses. And they run through the carried forward losses, so there was a tax due.

And in 2024 there was a tax due of $43,000, approximately. I believe that was state and federal, may have only been federal.

And then, 2025, our taxes due were, like -- 120,000-plus we pay now. Now we're properly paying taxes and accounting for those dollars and paying for those in a -- in a quarterly withholding for the -- for the next year.

Q So I'm going to take us back to Exhibit 5 because I think you had testified earlier that you were essentially losing money on the club. And I wanted to understand that better.

Because we looked at the club expenses, and they totaled a little less than 1.8 million, but when I look at page 8 of this, I see club income listed as $2.3 million. And so is the reason that you're having to pay taxes because you're making profit off of the club?

A So I don't know how deep we can get into the recommendations of our accountant. Maybe the legal counsel can -- can step in here.

But, again, no, we're not -- we're not making

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money. The -- the books that are set up there were under the assumption from 2021 that we were never going to pay taxes, so they weren't properly accounting for expense.

And the auditor has said, "You probably need to go back and do some amendments and properly account for expense."

So we're in the process of doing that. But we only found out in late 2024 that -- well, actually, in -- in 2025, late 2025, we found out that we were going to be on the hook for income tax. Because, again, the urban myth was Laketown Wharf isn't going to have to pay tax on this club property.

So you will see a -- a drastic reformulation of our budget due to the fact that we have to pay taxes to try to limit that tax exposure.

Q Would you agree with me, though, that the club is an income-generating asset, then, that you're actually --

A I'm -- yeah. I'll agree that we make income, but I'm also going to caution that -- that the expenses, if properly accounted for, it doesn't -- it doesn't make money. You have to properly account for the expenses there. And they were not properly accounted for in the past.

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Q And which specific expenses are those?

A Well, depreciation -- there's a list of them that was brought up by the accountant. I can go through -- some of them was depreciation expenses, listed items -- items that should be listed that are not, and a litany of things, cost of management, cost of property patrol, the cost of running the operation, just like any other business.

The problem is, is Laketown was working under the -- the theory, the false theory, that they didn't have to pay taxes. So they weren't worried about accounting for that stuff.

So from when they acquired it in '22 till now, they weren't accounting for the things as if it were a business and that they had a tax exposure. If the business were owned by Grayson Miller, I can tell you Grayson Miller would not be showing a profit on the property.

Q And -- and why is that, just because it's expensive to upkeep?

A Because the expenses are larger than the income.

Q So if the association had not purchased the property and let's say -- you know, you kind of joked if it was owned by Grayson Miller -- would you agree,

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though, that owners would have to pay themselves for wristbands, not just renters?

A I don't understand your question.

Q Yeah. I guess my question is: You think it would have been more beneficial for the club property to remain privately owned with access limited to club fees paid by owners?

A I still don't understand your question, but previously, prior to the COA buying the club, there was an agreement -- which this really has nothing to do with this case. But there was an agreement that the COA paid a fixed amount, which at the time was 400-some thousand dollars for use of those properties by the owners and their guests.

And as you showed in that previous exhibit, if those other properties would have stayed in private ownership, that private owner would have been paying us $343,000 in COA dues. So just that simple math shows that use of the club property, had this deal not happened, would have cost the COA about $70,000 a year, and we wouldn't be charging anybody for wristbands. You know, the charging of wristbands to guests, that -- that affects the owners at Laketown that rent.

Q Okay. When was the last time you spoke with Holly Bailey?

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A Probably December of '25.
Q Are you aware that she signed an affidavit in April of this year attesting to the second mailing from the October 2025 election?
A Restate the question.
Q Yeah. There's an affidavit from Holly Bailey signed in April of 2026, so April of this year, after she stopped working for the association. It's attesting to the second mailing from the election that occurred in October of 2025.
And I'm asking if you just have any knowledge of that at all.
A Well, I know if she would have been doing what she should have been doing as a CAM, it probably would have been signed and filed in -- when that mailing went out. And it was not found, and so I think she was asked to refile or resign the affidavit of -- of mailing.
Q Do you know who asked her to do that?
A I would say it was under the advice of counsel.
Q So you think maybe the legal counsel for the association made that request?
A I would only speculate. I didn't make it.
Q Okay. Why did the board wait so long to file

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the fraud RICO case?
MR. MILLER: I would say I don't know the answer, so I'd just be cautioned, Randy, if it does involve the advice of counsel, not to disclose that but --
THE WITNESS: Yeah. It does involve the advice of counsel, in fact, so . . .
BY MS. MADDALENA:
Q When did you first become aware that retail 21 would be located in the lobby space?
A When did I become aware?
Q Yes.
A I became aware of it, like, long ago.
Q When -- when to the best of your recollection?
A I'm going to say that it was probably about 2022, that it was conveyed to me by an unrelated person, someone not related, not an owner.
An employee of the county looked at it and said, "Well, retail 21 is the lobby."
Because, you know, we were always shown the first declaration, which depicted retail 21 somewhere else but, lo and behold, the amended and recorded declaration shows the retail space in the lobby. And I'm not entirely sure why counsel didn't figure that

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out sooner.
Q And so you said an employee of the county was looking at that. Do you recall who that was?
A No.
Q The second amended declaration, does that depict retail 21 still in the lobby?
A Yes, which is -- which was why we had such difficulty. I always asked. So I -- I know that we purchased four retail units. I'm having a hard time finding retail 21. I can locate 20, 22, and 23, and asked previous board members that were instrumental in the purchase, and none of them apparently knew where 21 was.
MS. MADDALENA: And let me screen share Exhibit 3, just so we can all look together.
(Exhibit No. 3 was marked for identification.)
BY MS. MADDALENA:
Q So this is the second amendment to the declaration, recorded 02/19/2014.
Are you able to see that on your screen?
A Yeah.
Q And I think you had indicated earlier today that you had reviewed this as well as the first amendment and the original declaration; correct?

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A Correct.
Q Okay. And so what I'm going to do is go through here (indecipherable) find the lobby.
THE COURT REPORTER: Could you repeat that. You must have looked away from your mic.
THE WITNESS: Me?
THE COURT REPORTER: No. Julia.
MS. MADDALENA: I said I'm just going to scroll through here and see if we can find the lobby.
THE COURT REPORTER: Thanks.
THE WITNESS: Hold on. Do you know what page it's on or you just -- is this a scrolling exercise?
BY MS. MADDALENA:
Q Well, I see there's a lobby sign on this page, right approximately here. I'm having trouble highlighting it, but . . .
A Hold it. Hold it. Hold it. Hold it. Hold it. Back up. Back up.
Q Oh, okay.
A There you go.
Q So we're looking at -- okay. I see here, building 1, ground level. I'm going to zoom in because I know this is challenging to see, so it's hard to make

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out. I'll admit that -- trying to look the best we can.
So I think I see lobby here. Is this -- I know the lobby's kind of an interesting shape. Does that look like the lobby to you?
A Yeah. And most notably -- because you can't read this -- if you go where your cursor is -- can you move your cursor just a little bit more to the right. No. To the right. Keep going. Keep going. Up. Left. Right there.
You'll note that's retail 16.
Q Okay.
A Probably can't read it, but that's retail 16, I believe.
Q Yeah.
A Okay. Now, scroll over to the other side of the lobby.
Q Yeah. The breezeway here?
A Yeah. Keep going to the other side of the lobby.
Q Okay.
A Right there. That's retail 17.
Q Okay.
A Now, in the initial declaration -- hang on -- the numbering went from the south, starting at 1,

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sequentially through the -- through the Lakeside conference room, which was clear at the very north end of the property.
So now in this declaration right where your cursor is currently sitting, that is defined as retail 21, right there. And the lobby is much smaller, but before that -- that revised declaration, that whole area where your cursor is, to the -- to the right was lobby common property. But now that's retail 21, and the lobby is much smaller.
Q So a couple of questions on that, which is I don't -- even though we even -- you know, for example, retail 17 is a challenge to read, I can still kind of make out that it says "retail." I don't see anything in this space --
A Yeah. You need to keep -- so if you go down further, there's another depiction that will show it clearly defined as retail 21.
Q On this one, the second amendment, or --
A Yep. Yeah. You've got to just keep scrolling. It's actually kind of as a side -- hang on. Let's -- all right. Keep going.
Q Building 2, ground level.
A Yeah. Next page.
Hold on. Are we on the first floor?

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Q Yeah.
A So we're past the ground level. It's down on the ground level. Oh, there you go. That's below, though.
Q Yeah. This is building first floor. So when it says "first floor," this is one level above ground; is that correct?
A Yeah.
Q And then above the lobby, if I understand correctly, there are columns, but then there's an upper-level storage area; is that correct?
A Correct.
Q So if you're standing in the lobby and look up, you'll see some open air and then you'll see an overhang; is that accurate?
A Correct.
Q Okay. And so this says, okay, building first floor, so I'm going to take us back to building ground, which we were looking at before.
Okay. Building 1, ground level, lobby. And I'm -- I don't see where retail 21 shows on this second amendment to the declaration.
A Yeah. It doesn't seem like it's showing it on there, but I don't know that we're looking at the proper page.

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Again, this is -- this ground is covered in a different case. And I believe those things had been submitted to you guys as attachments.
Q Sure. Yeah. I just -- trying to understand the difference between the first amendment, which is, I think, what you're referencing, and then that second amendment, which came later --
A Yeah. So --
Q -- reference retail 21.
A Well, where is retail 21, then?
Q Not in the lobby.
A Where is it?
Q Not in the lobby is all can I say based on looking at that.
There was another issue that arose even more recently, the pavilion or white cover on the patio. Were you aware that that was approved by the board of directors in 2023?
A Yes. The board of directors approved a cover to be put on the boardwalk in 2023.
Q Is there a reason why you waited so long to object -- until 2026 -- to that when it was constructed in 2023?
A Who? Me or the -- the owners or what are you -- what are you -- I -- I don't see the question.

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Q Sure. As president of the association, the association has initiated a DBPR petition seeking removal of the white pavilion that's constructed on the porch. And my question is, is why did you wait so long?
A Because of the advice that we received from counsel. The opinion dictated that that was the move to make.
Q At some point did the association tell the retail owners to remove their tables and chairs from the back deck?
A So at some point, the association -- and the association still would like to have planters and tables and chairs removed from the association property on the boardwalk, which is outside of the easement that's on the other end of the boardwalk.
Q Okay. So is it your understanding that the -- that removal would be for areas outside of any existing easements?
A Correct. The request was made to remove tables, chairs, planters that are rotting our boardwalk from the boardwalk. And a grand total of no one has removed them.
Q Do you remember a time becoming upset when your vehicle was towed from the flat lot?

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A Absolutely.
Q Was that while Emerald View was managing the association?
A Yes. They had an agreement that owners, on-site owners, couldn't park in the flat lot. I parked in the flat lot as an on-site owner -- as an owner, did not live on site, went to the coffee shop, and got towed from a retail establishment. I think I was targeted.
Q And who do you think was targeting you?
A Well, Clair Pease called it in, so I don't know.
Q Were you aware of the situation when your ex-wife had been locked out of your unit and came to Clair's office upset?
A Not aware of that.
Q Okay. During your tenure as president, has the association ever been prevented from using -- utilizing portions of the lobby?
A My tenure?
Q Uh-huh.
A Yeah. We currently can't utilize our desk. There's all kinds of portions of the lobby we can't use. In fact -- in fact, when I became board president, we weren't occupying any of the lobby.

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Q And how did it come to be that the association began using portions of the lobby again?
A We went and asked for use of the lobby, and we've been relegated to our little side table in the lobby. We would like to use more than just the side table in our lobby.
Q What are the activities that go on in the lobby from the association?
A What activities go on in the lobby right now?
Q That the association is doing in the lobby.
A Well, we're sharing a one-person desk with two or three people, trying to administer resort passes and run security. But we would also like to be running packaging. It would make the cost of the association much less to operate our packages, our desks, and our property patrol out of the lobby.
Q And what do you mean by packages?
A Our mail, packages. Currently, packages have to be taken up the elevator to the second floor office, which ties up elevator time and requires us to put additional staff on to deliver packages to owners. And if they were down in the downstairs lobby, that's -- then we could do that.
Previously when I owned there they had property patrol. They didn't have resort bands. They

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had property patrol there. And part of, I believe, Unit 17 was utilized for . . .
MS. MADDALENA: Oh. I think we lost him.
THE COURT REPORTER: I think so.
THE VIDEOGRAPHER: Did you want to go off the record?
MS. MADDALENA: Yes.
THE VIDEOGRAPHER: Going off the record --
THE WITNESS: Okay. Sorry. I just got kicked off.
THE VIDEOGRAPHER: Still on the video record.
MS. MADDALENA: Okay. That was a quick return. So we're still on.
BY MS. MADDALENA:
Q So I'm sorry. You were talking about previously what was in the lobby. And I think you mentioned retail 17 was used for something before you cut out.
A Okay. So previously I believe a portion of retail 17 was utilized for packages, holding packages, and then that became an issue. So what happened -- I don't -- I don't know what happened and why that's no longer the case.
Q Did you have any involvement in a rat, a dead rat, being placed behind one of Clara Pease's

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restaurants, Lulu's -- or The Wharf? Excuse me.
A Yeah. I was going to say Clara Pease doesn't have anything to do with Lulu's.
No.
Q Do you know anybody who was involved with that?
A No. I know Clara Pease made accusations on -- on social media that people had placed a dead rat there. But, again, that was allegations made on social media probably to slander owners -- my opinion.
Q Did Darien Henderson show a photo of that rat on social media?
A I don't recall.
Q Are you aware of a story posted on the Laketown Wharf Resort Condominium Association Owner's page about Jack and Blair?
A Who?
MS. MADDALENA: I'll pull it up here just to see if you know anything about this. This is Exhibit 23.
(Exhibit No. 23 was marked for identification.)
BY MS. MADDALENA:
Q So this is a fairly lengthy post. It seems to be a story.

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A It looks like -- hang on. Go to the top -- from anonymous member. All right.
Q And I was just going to -- first I was going to bring you through it just so you can kind of see the big picture. It's several pages. So it's a lengthy story. We'll -- we can dig more into it.
And then there are some comments, including from Thomas Brustad, saying, "Well, that sounds like Clair Pease and Zach the shoemaker, a couple of pitiful human beings. Karma's a bitch, though; right? Both will look good in the orange onesie some day."
And so let's go back up. And I can give you time if you would like to read this through.
A I'm not -- I mean, if the question is am I familiar with this, no.
Q Okay. So you did not write this?
A Absolutely not.
Q Do you know who did write it?
A Anonymous member, it says.
Q Well, that's not what I'm asking. I'm asking if you know who wrote it.
A I have no idea. This is one reason why I only went on to the other website, predominantly because this kind of shenanigans wouldn't happen. You actually had to state who you were to post, and you

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actually had to be an owner.
Q Okay. So some of this -- if I'm understanding you correctly, seeing things like this or -- you know, for example, comments like this -- that turned you off from this page, and you sought out other pages on social media?
A Typically, that's not the kinds of posts I'd be interested in. That's a very long, lengthy post and it doesn't appear to get to any point, so no.
I was more based on what was going on and -- in our community, in operation. Everybody has an opinion. I can tell you there's been plenty of posts made about me and how things operate there now by members. And I wouldn't think for a minute to sue them for having an opinion.
Q Has anyone accused you of fraud?
A Well, I don't read all of the posts, so I don't know.
Q From what you --
A I have -- I have seen posts that -- that would state that there were shenanigans going on because they didn't get a -- an audit on time. Yeah. There were accusations made of that, that there's something to hide or this or that. Unfortunately, the time that -- that the audits dealt with, I wasn't even

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in office. They were dealing with the year before I was in office. So, yeah, there's -- there's misinformed people all over the property.
Q Making statements that don't have factual support; is that correct?
A Clara Pease has made statements about me that don't have factual bases, so yeah.
Q Like what?
A Like -- we've already discussed them. Hateful eight.
Q Okay. So --
A Hateful eight.
Q -- beyond what we've discussed today?
A Hateful eight. Yeah. I mean, there's been all kinds of things said by previous board members, by previous management, all kinds of stuff. Only one has brought suit.
Q What does it mean to go fishing at the state fishing hole? Have you heard that term before?
A I have no idea.
Q You've never used that term on social media?
A Can you show me a post that I've used it?
Q I'm asking you if you recall using it.
A I just said that doesn't sound like something I would say.

Q Did you ever privately message with a group of owners and encourage them to go to social media and spread rumors about Clara Pease?
A I've never encouraged anybody to spread rumors about anything. I don't think that that's proper. I've had plenty of rumors spread about me there on the property. It's not right. So, no, I don't condone that.
Q Anthony --
A Now, if they -- if they had factual content, I wouldn't discourage them from stating an opinion on things, matters that deal with the property.
Q But you would agree that there needs to be some sort of factual basis to justify that?
A Well, every -- here's the -- here's the problem: Everybody can have an opinion. It's okay to have an opinion; right? I'm pretty sure your and I -- you and I probably don't have -- share the same opinions about a lot of things. So you can have an opinion and that's okay.
Q Are you familiar with Anthony Dubose, the prior insurance broker for the association?
A No.
Q Did you assert or tell anyone that Clara Pease, Zack Shewmaker, or Emerald View were taking



kickbacks from insurance brokers associated with the association?
A No.
Q Have you ever said that Clara Pease was involved in backroom deals or corruption?
A Have I ever said that Clara Pease was involved in backroom deals?
Q Or corruption.
A No. But I will say that when you have a modernization of elevators that costs $2 million and you get one single bidder and knowing now what I know about the modernization, it's -- it's even more troubling. I would say that that is poor management.
Q And when you say what you know now about the modernization, what are you referring to?
A I really -- I -- I can't talk about the modernization and the issues that we currently have with elevators. I guarantee I cannot talk about that.
Q Why not?
A Because I can't go on the record and talk about it. I'm pretty sure that -- that my attorneys would tell me not to comment on it.
Q I'm just factually, again, not trying to understand conversations with your attorneys or anything like that. Factually, what do you believe is



wrong about this elevator bid situation? You said, "What I've learned."
A Huh? I said that in practice a good management principle would be to get more than a single bid on an item like that. We have shared consultant reports about our elevators. They're not my opinions. They're -- they're consultant reports on our elevators and their operation --
Q Are you talking about --
A -- and surrounding -- and, actually, surrounding the modernization.
Q Yeah. I'm just trying to understand what you're talking about. I'm confused. Are you talking about how the elevators function, like, mechanically?
A We have issues with the operation of our elevators, yes, at Laketown Wharf.
Q Okay. And so if I understand correctly, you take issue with the manner in which modernization was bid out and the worker or contractor selected, and then you -- you have indicated that you have operational issues with the -- with the elevators at present?
A I -- I said good management practice would dictate that you get more than a single bid on a $2 million expenditure. That's what I said.
I think that probably everyone in this room



would agree with that. I mean, if you shop for a car, you don't go to one place, I'm sure. If you're spending $2 million, I'm sure you would go ask for more than one person to give you a quote.
MS. MADDALENA: All right. Well, why don't we take a ten-minute break here. I'm just going to review my notes. And we may be able to turn it over.
THE VIDEOGRAPHER: Going off the record. The time 4:05 p.m. Central.
(Recess from 4:05 p.m. CT to 4:16 p.m. CT.)
THE VIDEOGRAPHER: We're back on the record. Time is 4:16 p.m. Central.
MS. MADDALENA: Mr. Bradshaw, thank you so much for your time today. I do not have any additional questions. Your attorneys may, which may open the opportunity for any follow-up. But, otherwise, I appreciate your time here today.
THE WITNESS: Thank you.
MR. MILLER: Grayson Miller, nothing for me.
MS. CURETON: Nothing further from me either.
THE COURT REPORTER: And does the witness read or waive?
MS. CURETON: Read, please.
THE COURT REPORTER: And did you want that to

be through your office?
MS. CURETON: Grayson, do you have a preference?
MR. MILLER: It doesn't matter. I mean, you-all seem to be taking the lead on stuff. So I would say through you-all.
MS. CURETON: Yeah. Our office is fine.
THE COURT REPORTER: Okay. And did you want this transcribed, Ms. Maddalena?
MS. MADDALENA: Yes, please.
THE COURT REPORTER: Okay. And did you want a copy, Mr. Miller?
MR. MILLER: Yes, please. Thank you.
THE COURT REPORTER: Okay. And did you want a copy too, Ms. Cureton?
MS. CURETON: Yes, please.
THE COURT REPORTER: Okay. Thank you, everyone.
MR. MILLER: And, actually, I just need the transcript. I don't need the video.
MS. CURETON: And, Madam -- Madam, same -- same for me as well, please.
THE COURT REPORTER: Okay.
THE VIDEOGRAPHER: We're going off the record. The time is 4:17 p.m. Central. This



concludes today's testimony.
(Witness excused.)
(The witness did not waive reading and signing, and the videotaped deposition was concluded at 4:17 p.m. CT.)
- - -



CERTIFICATE OF OATH

STATE OF FLORIDA )
COUNTY OF ST. JOHNS)

I, Karen Adair Ruiz, Registered Merit Reporter, Notary Public, State of Florida, certify that RANDAL SCOT BRADSHAW appeared before me via Zoom videoconference and was sworn remotely on the 8th day of June, 2026.

WITNESS my hand and official seal this 21st day of June, 2025.

KAREN ADAIR RUIZ
Registered Merit Reporter

Personally Known:
OR Produced Identification: XX
Type of identification Produced: Florida driver's license



CERTIFICATE OF REPORTER

STATE OF FLORIDA )
COUNTY OF ST. JOHNS)

I, Karen Adair Ruiz, Registered Merit Reporter, certify that I was authorized to and did stenographically report the videotaped deposition of RANDAL SCOT BRADSHAW, that a review of the transcript was requested, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 21st day of June, 2025.

KAREN ADAIR RUIZ
Registered Merit Reporter

Please attach to the June 8, 2026, deposition of Mr. Randal Scot Bradshaw, in the case of Laketown Wharf Resort Community Association, Inc. vs. LTW Lobby, LLC, and LTW Commercial 1, LLC, and LTW Lobby, LLC, LTW Commercial 1, LLC, LTW Commercial 2, LLC, and Clara Y. Pease, Individually, vs. Laketown Wharf Resort Community Association, Inc., Randal "Randy" Bradshaw, Mark Meade, Matthew Alva Grumbach, Michael Lynn, Peter Gadaleta, Kenneth Redmon and Phil Zaffos, Individually

INSTRUCTIONS: Please read the transcript of your deposition and make note on this page of any changes. Do not mark on the transcript itself. Please sign and date this sheet.

ERRATA SHEET

| PAGE | LINE | ERROR OR AMENDMENT | REASON |
|---|---|---|---|

Under penalties of perjury, I declare that I have read my deposition and that it is true and correct subject to any changes in form or substance entered here.



June 21, 2026

Mr. Randal Scot Bradshaw
c/o Sarah E. Cureton, Esq.
Burg Law, P.A.
sarah@burglaw.com

Re: June 8, 2026, videotaped deposition of Mr. Randal Scot Bradshaw, in the case of Laketown Wharf Resort Community Association, Inc., vs. LTW Lobby, LLC, and LTW Commercial 1, LLC, and LTW Lobby, LLC, LTW Commercial 1, LLC, LTW Commercial 2, LLC, and Clara Y. Pease, Individually, vs. Laketown Wharf Resort Community Association, Inc., Randal "Randy" Bradshaw, Mark Meade, Matthew Alva Grumbach, Michael Lynn, Peter Gadaleta, Kenneth Redmon and Phil Zaffos, Individually.

Dear Mr. Bradshaw:

The referenced transcript has been completed and is being e-mailed to you for reading and signing purposes.

Upon receipt, please print the Errata Sheet on the last page of the transcript and make any and all corrections on the Errata Sheet. Please return the Errata Sheet via mail or e-mail to our office within 30 days from receipt of this email.

The original of this transcript has been forwarded to the ordering party, and your errata, once received, will be forwarded to all ordering parties for inclusion in the transcript.

Sincerely,

Karen Adair Ruiz

Karen Adair Ruiz, RMR

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# Exhibit "C"

## In The Matter Of:

*Laketown Wharf Resort Community Association, Inc. v. LTW Lobby, LLC, et al*

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*Deposition of Holly Bailey*

*June 9, 2026*

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IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.
a Florida not-for-profit corporation,

Plaintiff, Case No. 24000822CA

vs.

LTW LOBBY, LLC, a Florida limited liability company and LTW COMMERCIAL 1, LLC, a Florida limited liability company,

Defendants,

---

LTW LOBBY, LLC, a Florida limited Liability company, LTW COMMERCIAL 1, LLC, a Florida limited liability company, LTW COMMERCIAL 2, LLC, a Florida limited liability company and CLARA Y. PEASE, Individually,

Counter-Plaintiff / Third-Party Plaintiffs,

vs.

LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC., RANDAL "RANDY" BRADSHAW, MARK MEADE, MATTHEW ALVA GRUMBACH, MICHAEL LYNN, PETER GADALETA, KENNETH REDMON and PHIL ZAFFOS, Individually,

Counter-Defendants / Third-Party Defendants.

_____/

VIDEO-RECORDED DEPOSITION OF HOLLY BAILEY

ON BEHALF OF: Attorney for Defendants/ Counter-Plaintiffs

DATE: June 9, 2026

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TIME: 9:01 a.m. to 11:11 p.m. CT
PLACE: All Parties Remote Via Zoom
REPORTED BY: Stephanie R. Zeitvogel, FPR-C
Stenographic Reporter
Notary Public
State of Florida at large

VIDEOGRAPHER: Jesse Ellis

APPEARANCES:

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ALSO PRESENT:
CLARA Y. PEASE
MICHELLE MCGEE

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VIDEOGRAPHER: We are now on the record. The time is now 9:01 a.m. Central. Today's date is June 9th of 2026. This begins the video-recorded deposition of Holly Bailey being held remotely via web conferencing, taken in the matter of Laketown Wharf Resort Community Association versus LTW Lobby.

The videographer is Jesse Ellis and the court reporter is Stephanie Zeitvogel, both representing Precision Reporting and Video.

Counsel, will you please announce your name and whom you represent, after which the court reporter will swear in the witness.

MS. MADDALENA: Julia Maddalena representing the defendants in this matter and third-party plaintiffs.

MS. CURETON: Good morning. Sarah Cureton on behalf of Laketown Wharf Resort Community Association.

MR. MILLER: Grayson Miller. I represent the association as well as all of the individual board of director defendants.

COURT REPORTER: Ms. Bailey, if you'll raise your right hand, please.

Do you swear or affirm that the testimony you

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are about to give will be the truth, the whole truth, and nothing but the truth?
THE WITNESS: I swear.
COURT REPORTER: Thank you.
HOLLY BAILEY,
the witness herein, being first duly sworn, was examined and testified as follows:
DIRECT EXAMINATION
BY MS. MADDALENA:
Q Hey. Good morning, Ms. Bailey.
A Good morning.
Q Good morning. Thank you for being here. I know you've got other places and -- and -- to be and things that you need to get done, so we will -- I will certainly do my best to respect your time and get you in and out of here.
The reason we've asked to take your deposition and brought you here today is because there's a pending series of lawsuits, but the particular lawsuit that we're here about involves Laketown Wharf Community Association, a condominium, versus some of the retail unit owners. And it also involves Clara Pease and the former management company, Emerald View Association Management.
When I kind of reference that lawsuit, are you

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generally familiar that that lawsuit exists?
A Yes, ma'am.
Q Okay. And as I understand it, you were a former community manager for Laketown Wharf; is that correct?
A That's correct.
Q Okay. And so while -- during your tenure with -- this lawsuit was going on; is that right?
A Yes.
Q Okay. And so that's what we're here to kind of talk about today is just your experiences, things that you may have heard or seen or experienced during your tenure at Laketown Wharf.
Before we kind of get into the substance of that, let me ask you, for record purposes, can you say your full name and your date of birth?
A Holly R. Bailey, 12/15/1981.
Q And have you ever been deposed before?
A One time a long time ago.
Q Okay. Just to quickly go over some of the ground rules so I can do my due diligence with you, this is just a question-and-answer session, right? So I'll ask a question, you'll answer it.
There is the court reporter who is writing everything down. It is being video-recorded as well.

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But because of her needing to capture everything, it is important that we go one at a time and maybe have a little bit more pauses than you might experience in a very casual conversation. If -- if we accidentally speak over each other, I suspect Ms. Stephanie may intervene and ask us to stop -- to stop doing that, but -- so although it's a little awkward, that -- that's important to kind of give those pauses to allow -- allow her to write everything down.
If you need a break at any point in time, that's absolutely fine. Water, restroom, whatever it may be, just say, Hey, you know, do you mind if we take a quick break? We'll go off the record for five or ten minutes and let everybody do anything that they need to get done. I don't expect this to last, you know, past this morning, but again I'll do my best to kind of get you in and out of here as quickly as possible.
You have been sworn in under oath to tell the truth, and so it is obviously very important that any answers you give are as truthful as possible. If you don't remember something, you know, please let us know that. We don't want speculation or guessing. We're just trying to understand what you may know or what you may not know or not have been present for, and that's okay too.

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You may hear the -- one of the other attorneys object. They may say "form" after I ask a question. That is to preserve an objection for later, and so you can still answer. But we'll -- that's another reason why kind of it's important to give a pause just in case they want to jump in, but then we will continue on with giving that answer. The only time you would not answer is if someone has asserted a privilege. And you'll -- you know, we'll get into that if that arises at all.
Where -- so we're on Zoom here today, so we're obviously not together. Where are you located right now?
A My apartment.
Q And is there anyone in the room with you?
A No.
Q Okay. Would you do us a favor, if anybody does happen to come in, just kind of wave or flag us down and we can pause and assess the situation. Okay?
A Absolutely.
Q Did you do anything to prepare for today? For example, talk to people or review documents?
A No.
Q Okay. And you were the prior community manager for Laketown Wharf.
When did you begin that position?

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A July of 2025.
Q And prior to working at Laketown Wharf, what was your experience with community association management?
A I've been a community association manager for six years in the state of Florida. And then I was a real estate -- a licensed real estate agent working with some associations in Georgia.
Q While you were the manager at Laketown Wharf, was your employer the management company GrandManors, also known as RealManage?
A Yes.
Q And so kind of the -- the way that relationship worked was that the association hired RealManage and then you were an employee of RealManage?
A Yes.
Q Your assignment at Laketown Wharf, was that your first time working for RealManage?
A Yes.
Q And when you began at Laketown Wharf, were you working under Acey Stinson?
A Yes.
Q Can you describe for me, what was Mr. Stinson's title and his job duties?
A Acey was the executive director. And there

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wasn't very much clarity on what the job description was. Mainly, he was responsible for CapEx projects, overseeing financials, but they didn't really have it clarified.
Q Did Mr. Stinson have a CAM license, to your knowledge?
A Not to my knowledge.
Q And then in working with Acey, what was your job title and your responsibilities?
A So I was hired as director of operations. And they weren't very clear with what my specific duties were, other than the typical administrative tasks of a licensed CAM. And they -- there was -- they didn't really have it spelled out. I had some concerns just on who was making what decisions based on Florida statutes. So Acey and I worked very well together to make sure that certain decisions were following what statute said. But RealManage didn't have a very concrete definition or -- of who was doing what.
Q And -- and when you're referencing what the Florida statutes require, are you referring to kind of the -- the ethical responsibilities of being a licensed CAM versus not having a license?
A Yes. Budgeting decisions, the financials, not really sure where that division was between who was

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making what decisions and how each role was acting under the capacity as a licensed CAM.
Q At some point after you started and began working with Acey, did Acey ultimately leave Laketown Wharf?
A Yes.
Q Do you recall the time when he left?
A I want to say September, end of September 2025.
Q Did he talk with you at all about why he was leaving?
A He was unhappy with the way things were being managed and wasn't -- not -- just not -- just not happy at Laketown. And he received a great offer that he couldn't refuse, so that made sense for him.
Q And if you can, do you recall any more specificity the things that he was unhappy with at Laketown Wharf?
A There was -- there was a lack of direction on where to go. It was a very toxic environment, so it was very hard to get our job done. It just wasn't a good working environment at all.
Q Were there particular individuals that fostered this toxic environment?
A Yes, absolutely.

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Q Who do you believe contributed to that?
A Board president Randy Bradshaw and vice president Sue Ferri.
Q And so Randy Bradshaw was the president of the association board of directors?
A Yes.
Q And then Sue Ferri, VP, was she with RealManage?
A Yes.
Q Can you -- can you recall any examples of interactions, kind of let's start with Mr. Bradshaw, that led to -- to you kind of forming this opinion?
A His behavior on a daily basis. He would be in the office at least four times a week from three to six hours a day. Just -- you never know if he was going to be in a good mood or a bad mood. One day he would want to fire RealManage. The next day, he wanted to self-manage. It was never -- there was no consistency. Nobody knew if they were going to have their job one day or the next, and it became very tiring.
Q What about Sue Ferri? What interactions did you have that lead you to form that opinion about her?
A She was not familiar with the system or how Laketown operated. And so we would turn to her as a supervisor and ask questions about the budget or

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anything, and it was always a run-around of she didn't know, it was always somebody else's fault that the numbers didn't line up. And so we weren't getting the guidance specifically for Laketown to be able to really know the direction or even have the support to not have Mr. Bradshaw screaming and hollering every day. So it -- it was a pile of things.

Q After Acey departed, so towards the end of September 2025, did you move into the interim executive director role?

A Yes.

Q And so at that point in time, as Acey is departing and you're moving in, filling that role, who else is there at the office at Laketown Wharf for RealManage to help you?

A From RealManage as far as other staff members that were working or --

Q Yes.

A Okay. Heidi Jacobs was my executive assistant. And Belinda Lasenberry, she was the property director. Josh Terry was the maintenance supervisor. Lira, I don't know her last name, she was the assistant secretary. And I believe that's -- that's it.

Q Okay. And so at that point, you're filling the role of community association manager. You're also

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filling this role as interim executive director.

So would it be fair to say that for the ongoings of the property, you were at the top level?

A Correct.

Q And then you mentioned Heidi Jacobs as an executive assistant.

So was her job to support you in that role?

A Yes.

Q And then Belinda Lasenberry, the -- I guess I was typing while you were talking.

What was Belinda Lasenberry's role?

A Belinda oversaw staffing that -- for lack of better term, on-site services, the groundskeeping, property patrol, and then any areas that -- you know, incident reports or -- you know, just more of the daily operations of the facility.

Q Okay. And then you had mentioned that Mr. Bradshaw was frequently in the office.

Was that true throughout the time that you were there?

A Yes.

Q And I think you had mentioned it, but just so I'm clear, you know, on average, how -- how much time was he spending at the office?

A Prior to more of my -- I want to make sure

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that I clarify this. Around the annual meeting, I reported his behavior. So from October to my termination in January, he was not able to be in the office as much as he was. Prior to that, very easily at least 20 hours a week. I mean . . .

Q Okay. And so -- okay.

So you start in July, the annual meeting occurs in October, late October. So throughout that timeline, that's when he's in the office frequently?

A Yeah, yes.

Q And then what did you report about his behavior and to whom?

A I reported to RealManage that it was becoming disruptive. He would come in at 8:00 o'clock in the morning and, you know, grab Heidi and be like, "You girls, get in -- get in here right now. I'm not effing dealing with this effing" -- so it -- we just never knew -- that would be one day. And then the next day, he would come in, "Did you hear this?" And, you know, it was just really every single day to where we couldn't get anything done.

And then there was an incident that took place where he stood in my doorway for about a good 30 minutes screaming that I was going to do whatever the eff he told me to do, I effing worked for him. They -- it

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caused a huge disruption in the office. Belinda ended up calling Josh Terry, requesting that he come to the office. They didn't know at this point what Mr. Bradshaw was going to do. He was just uncontrollable at that point.

After that, I reported that incident to Sue. And they wanted to get through the annual meeting, and so I reported the incident to the board and it just spiraled from there.

Q And so when you -- when you say you reported to the board and it spiraled from there, can you be a -- a little more specific about what you mean, "spiraled"?

A So after I reported it to the board, it was -- it became more emotional for both parts. Sue for -- you know, for myself. Things that -- tasks that I was trying to complete weren't getting done. I would put a request in, it would get denied. It -- Sue came out and had a meeting with me personally and said that if I reported, if I continued to apply to be the full-time executive director, it would be detrimental to my career. So it became very just hostile.

Q And did you put in for the full-time executive director position?

A I did.

Q And were you awarded that position?

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A No.
Q We took Mr. Bradshaw's deposition yesterday. And in -- just in going through kind of everything about Laketown Wharf, we did ask him about his interactions and -- with you and with other staff and his time spent in the office and things of that nature. One of the things that he testified was that he felt you did not have the skills or ability to fulfill the functions of the executive director.
And do you -- I want to know, do you agree with that?
A I don't agree with that, because if it wasn't on his agenda, it didn't matter whether or not it was the right thing to do. I wasn't willing to do whatever he wanted when he wanted. Not to say that it wasn't for the association or the best interest, but it became his own personal agenda and not what was best for the association as a whole. Several examples of that, but -- and it became a, what do you do? We are reminded that we work for the management company, but at the same time you're supposed to work for the association. So it was -- it became more and more challenging.
Q You referenced some -- maybe there were some examples of Mr. Bradshaw having things that he wanted to get done that you perhaps felt were not necessarily in

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the best interest of the association.
Can you be more specific with those?
A There were -- the parking garage is a good example of that. There was this concern that the parking garage is in terrible condition and there's a lot of maintenance that -- work that needs to be done. I had called out some of the prior vendors out there, Valcourt being one of them. They're an incredible company. You know, they offered a warranty on their work.
So I contacted -- I'm sorry. Larry with Valcourt had contacted me just to give an introduction. And I looked through previous contracts that they had, got wonderful feedback about them as a company, and so I had asked Valcourt if they would come and walk the property, the parking garage, up on some areas that warranty work or damages that the association was unhappy with.
So they brought a team out. And Brandon is their vice president, and he actually had come out as well to walk the property and noticed some areas that he said he would be happy to fix and then pointed out some areas that were not work that he had done but they would be happy to fix. They wanted to just repair the relationship. They knew the building. So he had

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offered to do up to ten repairs, concrete restoration, and they would put it under warranty, they would not charge the association. And they would make sure that there's -- all the work was looked at. So pretty much they were going to go in and, you know, repair some areas that the association was not happy with.
This would have been a -- a cost savings to the association. And when this was brought up, again, they're warrantying their work, Mr. Bradshaw was not having it, there's no reason they should have been out at the property. And so you kind of start to look at some of those things and wonder -- there's a lot of projects that need to happen, there's a lot of, you know, maintenance. They were going out to bid for $14 million, I believe, roughly estimated between 10 and 14 million dollars. If somebody's coming in offering to warranty their work and workmanship, probably -- probably might want to hear what they have to say and look over that as a financial best interest.
MR. MILLER: Do you -- do you mind spelling that company? Is it B-A-L-C-O-R.
THE WITNESS: Val, V as in Victor.
MR. MILLER: Oh, V.
THE WITNESS: Yes.
MR. MILLER: Okay. Thank you.

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BY MS. MADDALENA:
Q Did Mr. Bradshaw give you any indication for why he was unwilling to consider their offer?
A Yes. He believed that anybody that had a relationship with the previous management company or Ms. Pease would not have the best interest. He didn't want anybody that had a previous relationship to continue to service the resort.
Q Are you able to recall any other examples of -- of that?
A Yes. They have this waltzing water dancing fountain, and it needed major repairs. It's proprietary in certain components. And the last estimate they got was back in 2017, I believe, and it was over $320,000 to make general repairs. And that did not include the technician's time, per diem. It was a lot of money.
So I had found a trusted business associate that I've done work with who actually does large proprietary industrial what they call "shutdowns" or they'll switch over those proprietary components when an -- you know, an industrial corporation sells or does whatever they're going to do.
So I had called him to see if he could come out and look at the components from an IT standpoint and from that technical standpoint to see if we could get

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the fountains and the sound working enough to not -- just to look nice. As a favor to me, he did come out and do that and he only charged the association -- I believe it was around $6,000 to get the fountains and the sound working to where it was reasonable.

To date, he has still not been paid for that work. And he had to present a video proving that he knew who Mr. Bradshaw was.

And, again, that work was -- could have been done at half the cost. But because he was a -- a business associate of mine, once you, you know, upset him, you're kind of out.

So that would be another very prime example of just not doing what's in the association's best interest.

Q Okay. So -- so in this second example with the fountains, this person who came out and actually did work and charged the association has not been paid.

And your understanding of that is because he was associated with you and you have since stopped working there; is that --

A That's correct. I did speak to Edermi Valeron [phonetic], and Lisa Montgomery and Randy Bradshaw said that they don't have any proof of him going to fix the fountains. And Edermi actually sent in a video with

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Randy sitting right next to him while he was fixing the components. And at this point, last time we had spoke stated that he'll write it off, but he's gone through RealManage, everybody, and it just -- it's unfortunate.

Q While you were the community manager or interim executive director or really kind of any time during your -- your tenure at Laketown Wharf, did Mr. Bradshaw ask you to investigate a purchase of club property that had occurred back in 2021?

A Yes.

Q Can you describe for me what his request of you was?

A Within my first two days, he brought a box into the office and said that he believed that there was wrongdoing from the previous management company and that they were forced into purchasing the club, if you will. And so he had put that down, and of course I started to look into it. He was very -- very adamant on it. And I have to tell the truth, I was too.

So I -- I noticed right away that there was, you know, some tension because the same day that he brought me "start looking into the club," then it -- I had a records request. So I had started to go through the financials anyways because it was my second day and I was -- had records requests to go through all

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financials. So it was kind of the perfect storm.

Q And Mr. Bradshaw testified yesterday that he felt that you may have spent more time investigating than managing in your management duties.

Would you agree or disagree with that?

A I would disagree. I looked into a lot of stuff on my own because there was -- again, going through all the financials, not knowing who -- who had what position, it made it more and more challenging to know what direction to go in. But it didn't take away from any of the work or the amount of work that needed to be done at Laketown. They had gone a very long time without having an association manager.

Acey was there without a CAM on-site. Prior to him, there wasn't a CAM on-site for quite some time. So it was catching up to make sure that everything was how it was supposed to be. They didn't have the audit done. There -- there was a lot. And part of looking into that is looking at everything.

Q Do you know if he asked Heidi Jacobs to investigate the 2021 club purchase as well?

A I don't recall. I would -- he told everybody to. It was an everyday topic, everyday topic. That one is 100 percent every day, "Did you do this? What about this? Did you look at this?" It was an everyday topic.

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Q So did you feel that Mr. Bradshaw asking you to do those tasks or look into those things, did that make it difficult to handle everyday operations?

A Absolutely. There were times that he would come in and -- again, it goes back to that: "If I tell you to do something, you work for me and this is what you will do." He said that countless of times. And it would be three to four hours of find this invoice, look for this. And then it got to a point where I knew I couldn't do anything. And we didn't have -- Acey was very much a shelter for the way the women were treated in the office. I hate to say it that way but it is a fact. So it made it a lot worse when Acey left.

Q When he told you to look at things, you kind of, I guess, alluded to find the -- find an invoice, look at this, look at that.

I mean, kind of broadly speaking, can you describe what the -- what those tasks were that he was asking you to complete in relation to looking back at the 2021 purchase?

A Where -- one of the questions that he'd ask is where some of the money went on the invoicing because there's so much maintenance that's deferred. It was -- if they spent this much money on, I don't know, grounds, where specifically did that money go. And so it was

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looking at a lot of contracts and then comparing it to meeting minutes to know whether or not, you know, sometimes it doesn't get approved. It's not because -- you know, you have to look at everything.

And so I was never one that will look at just one piece of information and go by that. I will go back through meeting minutes after minutes and then the invoices and then you've got to see what ones were approved, what were not. You've got go through the bids. And RealManage did not have their system set up where it was convenient at all to find any documents at all.

So if things are filed and organized correctly, it should have been a very easy process. But this was not, never was an easy process to find anything. So it -- I mean, it would literally take three to four hours just to find one -- one piece of paper.

Q And so I guess kind of what I'm hearing, would it be fair say that he was having you kind of conduct a forensic audit looking backwards in time?

A Absolutely. And if it didn't come up with what he was hoping for or it did, then it was move on to the next thing, why isn't this done.

Q Okay. At some point did -- did you or Heidi

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reach out to MyHOAst, an online voting platform, in relation to the 2021 club purchase?

A Yes.

Q Can you describe for me what you recall about reaching out to them and -- and the conversations that took place?

A It was requested that we pull the records -- forgive me, I'm trying to make sure that I'm saying it correctly -- to go back and look at those audits and then to see what the issues were. A lot of people said that MyHOAst wasn't a great platform, they wanted something different. And then, was it updated, was it correct with who was in there, because we were coming up to the election.

It is an area that I made it very clear I was not -- that was not an area of expertise for me. I have been very fortunate that I've only ever had to do two elections. I made this explicitly clear. And we decided at that point that Heidi would be -- her and Sue would pretty much be the point of contact for -- what is it, my whatever, MyHO or MyHOA, whatever that platform is, and that way so Heidi could update all the information as well. So we made it one point of contact.

I believe Heidi did an excellent job with it

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as far as getting the updates and trying to understand how that system worked.

Q Okay. And then Sue that you're referencing, is that Sue Ferri with RealManage?

A Yes.

Q Okay. Did you have your own login to MyHOAst?

A I believe so, but I can't -- that's a tough one to recall because they had like one basic -- like, one account -- like, this is the one you'll log in to. So I can't recall if it -- if we all had our own or if it was just one e-mail and everybody went into it. I -- I don't recall.

Q Okay. If Heidi and Sue were managing getting everything ready for the October 2025 election, did you utilize MyHOAst very much yourself?

A No, not -- not really. Anytime a question came up, I would -- I would look at it. There was a period of time that I would try to figure out the reports just so I could understand how -- how the platform worked because there -- there was a lot of hesitation about it. And then once it came time where they put it out to blast, I didn't want to put my hands on it at all. I didn't know how it worked. And, again, we -- we left Heidi and Sue as the main point of contact for that for less confusion, given the circumstances

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around it.

Q Do you know if any board members had the login to MyHOAst?

A I can't confirm that.

Q In terms of looking back at the 2021 information through MyHOAst, did you speak with MyHOAst directly, like any service support?

A Briefly. And it was just to understand that -- the system itself. It didn't -- it didn't really always make sense. Like, we would pull one report and then we would go back and pull the exact same report, and it would have like two different numbers. So it didn't -- it just didn't seem consistent.

Q Did you ever get an answer from MyHOAst about inconsistent reports that satisfied you to understand why that was happening?

A No. I'm sure they gave -- it's hard because, you know, I don't have access to any of the information that I had previously. RealManage has all that. But I don't believe so because, again, I, you know, just kind of said, okay, I'm not -- this is -- this is not a platform I would use. Here we go, send it off. So it -- I just could never really get a true understanding of how the system worked.

Q Okay. And I do have -- let me pull it up

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because it might be easier just to look at them. So we do have some different reports and the audit trails and -- and some communications with MyHOAst. So that may help kind of refresh you or at least you can see it.

So I'm going to pull -- this is --

A Okay.

Q -- marked Exhibit 14.

(Exhibit Number 14 marked for identification.)

BY MS. MADDALENA:

Q And I will share my screen. And hopefully you can see that on there. This is a three-page PDF. It -- it begins with, "Meeting Vote Report, Meeting: Purchase of the Club." The date is 11/29/21 at 1:00 p.m. And it looks like the report was run July 29, 2025, at 2:37 p.m.

Does this -- just stylistically, does this look like a familiar report from MyHOAst?

A Yes, yes, it does.

Q Okay. Okay. So this would be the formatting.

And then --

A Uh-huh.

Q -- scrolling down, so for example on this one, it says: "Units in the community, 799. Units that can vote, 768. Total e-Ballots 367."

And so what I'm going to do is I'm going to

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kind of hold those numbers in your head if you can and I'm going to take you to -- so this is 7/29 at 2:37 p.m. And I'm going to open Exhibit 15.

(Exhibit Number 15 marked for identification.)

BY MS. MADDALENA:

Q So this is a similar report, same date. This is as of 7/29, so same day as the prior report, 2:36 p.m. So a minute apart. And I'm going to scroll down here. And it references 799 in the community, units that can vote 768. Total e-Ballots, 389. So the one we looked at -- so this has 389, and Exhibit 14 has 367, a minute apart.

And so are those the types of inconsistencies that you noticed in -- in looking at these?

A Yes.

Q Okay. And then I'm going to show you Exhibit 16, which is another very similar report.

(Exhibit Number 16 marked for identification.)

BY MS. MADDALENA:

Q This time the run date is September 10, 2025, so a couple months later, 9:05 a.m. And then scrolling down, it now says units in the community, 799; units that can vote, 361, and then total e-Ballots, 389.

And did you ever have an understanding of why this information would change?

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A No.

Q Okay. And then I'm going to show you another report. So this is Exhibit 17.

(Exhibit Number 17 marked for identification.)

BY MS. MADDALENA:

Q So similar report, same date. Now, this one's much more recent. This is May 20th of 2026, so less than a month ago, 2:53 p.m. And when we go down here, it's back to units in the community, 799; units that can vote, 768. Now the total e-Ballots says 476.

Have you ever seen this particular report and number before?

A That specific one, no. Not -- not for that date.

Q Okay. Did you ever see any reports where the e-Ballots were up in the 400s as compared to the ones we just looked at which were down in the 300s?

A No.

Q Okay. Do you remember MyHOAst indicating to you and Heidi that they had to rebuild or retrieve information relating to the 2021 club purchase?

A They had -- they -- yes. There was correspondence requesting information to be what they could see on their side, their audit, and they said they would have to go back and look, but it wouldn't be a

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problem. And, again, it was pretty much the same things that you're pulling up. It wasn't -- we couldn't figure out why it was just not consistent. I mean, was it did somebody move? Was it updated? I mean, we just really couldn't figure it out.

Q Okay. And was Heidi kind of the point person on -- on dealing with all of that, whether it was the 2021 club purchase or the 2025 election?

A Not for the 2021 club, no. She was -- for the election, she was -- she was the main one, just -- and going by what MyHOAst -- what is it? MyHOAst? I can't ever --

Q MyHOAst.

A You just had it up. MyHOAst.

On just updating, making sure that the certificates were people that actually lived there, anybody that moved, but she didn't have anything to do with a 2021 club purchase to my -- no, she didn't work for them.

Q I'm going to pull -- so this is Exhibit 18. I'll screen share this.

(Exhibit Number 18 marked for identification.)

BY MS. MADDALENA:

Q So this is an audit trail from MyHOAst. The meeting is the same title, "Purchase of the Club,"

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11/29/21. And this is 24 pages, so I don't want to make you dizzy here, but it looks like it has an action, a date and time, and then a name associated with it.

And I'm just going to kind of generally scroll through here and ask a broad question, which is: Have you seen this report before?

A I don't recall seeing that report.

Q Do you recall any --

A No.

Q Oh, sorry, go ahead.

Do you recall any discussion about votes from the 2021 club purchase being deleted?

A I don't recall.

Q Okay. And, you know, some of these dates, this is back in 2021. The name -- and you can kind of see on here -- Sue Cook appears quite frequently.

Do you know who Sue Cook is?

A I do not. I mean, I would -- I don't want to assume but I would -- my impression would be that it would be Sue Ferri. That was her maiden name or previous married name.

Q Okay. And let me show you this just -- and this may help. And it says Exhibit 24.

(Exhibit Number 24 marked for identification.)

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BY MS. MADDALENA:

Q So this is an e-mail chain, because I'll tell you I was trying to figure out who Sue Cook was too. And it looks like, if we go down, just from an -- from this e-mail here, Sue Cook, Director, Community Association Management, GrandManors, RealManage Family of Brands.

And so to your -- to your understanding, are Sue Cook and Sue Ferri potentially the same person?

A Yes, I would -- yeah.

Q Okay. And Sue Cook/Sue Ferri, you had dealings with as a director at GrandManors?

A Correct.

Q Okay. Do you have any idea why Sue Cook's name appears on the audit trail that we looked at with dates going back to 2021?

A No. I --

Q Do you recall any -- any discussions about that at all with Mr. Bradshaw or anyone kind of internally at the office there?

A No. I would have remembered that.

Q Okay.

A At least I -- I would like to say I would have remembered that.

Q Do you know if it's possible to go into

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MyHOAst and delete votes?

A That, I don't know. From the conversation that I had with MyHOAst, they said that was not possible because it should only be the registered person voting. But you can see on some of those where it just didn't -- again, it was inconsistent with what they say it's designed to do and what it was doing if we find a loophole. So it went back to the inconsistencies that I was concerned with.

Q And -- and those concerns, that -- was that you looking ahead at twenty -- October 2025 election, having concerns about continuing to use that platform?

A Correct.

Q Did Mr. Bradshaw have you create a spreadsheet or a table with all the different, you know, things that you had been investigating in terms of historical information?

A He -- he did not have me create that. It was something I created on my own. I kept hearing all the feedback of who did this, this should have happened. It was a lot of -- it was a big rumor mill, you know, truth -- whatever it was. And so for me, I created this spreadsheet that was based on public record, you know, this is what -- this is what truly happened, it's in public record, and just created that timeline for

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myself, which was shared, but it went through all of the -- just everything from -- from that time period of when properties were purchased, when meeting minutes happened, when certain items were approved to be fixed, not approved, contracts that were -- had change orders. I mean, it was pretty detailed on everything that took place. That was something I did for myself.

Q And you mentioned that was shared.

Who -- do you recall who it was shared with?

A I shared that with association counsel, Randy Bradshaw, and I believe that's -- and -- and I'm sorry, and I -- I showed it to Sue Ferri. I don't -- I don't believe I sent it to her, but . . .

Q You mentioned Mr. Bradshaw being in the office quite a bit, at least for some periods of time.

Were there other board members that would frequent the office at the same intensity as him?

A No, not at the same intensity.

Q Okay. Were there -- well, I guess, out of the board members that kind of came by the office, was there -- were there people that came by more regularly than others?

A Mr. Meade would come by maybe once a week, every other week, and he would be bringing stuff for the staff. He would bring the staff doughnuts or pizza. I

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think Mr. Matt Grumbach, I think he's only been to the office like two or three times just to check on things. And Mr. Redmon, same thing, if there was an event going on or just had some questions, but he didn't come in very frequently. And, again, when he would come in, it would be to thank the staff or bring them doughnuts or, you know, just checking on something that he may or may not have needed done.

Q I think we lost your video.

A I don't -- I don't know why. What does that mean, the pin? What does that do?

MS. CURETON: I'm not sure --

VIDEOGRAPHER: Uh --

MS. MADDALENA: Oh, okay.

VIDEOGRAPHER: Back now.

THE WITNESS: Sorry. I don't -- I don't know what happened there.

BY MS. MADDALENA:

Q You're good, you're good. And -- and if something like that comes up, we can always kind of go off the record and get it sorted, no pressure. But that was a pretty quick fix, so we're good.

Did any of the other board members discuss the 2021 club purchase with you in -- in a similar manner as Mr. Bradshaw?

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A Not -- not as aggressive, no.

Q Did you hear -- did you ever hear Mr. Bradshaw accuse Ms. Clara Pease of fraud or fraudulent behavior?

A Yes.

Q What -- how would he describe that?

A Really, the -- honestly, how you said it, that she was a fraud and that she, you know, essentially stole from the owners. It -- she was very much a part of his everyday conversations with us in the office. There was not a day that went by that Ms. Pease wasn't mentioned.

Q Okay. And so you mentioned, you know, she's a fraud, essentially stole from owners.

Any -- anything else you can recall in terms of how he would talk about Clara Pease?

A Same way he talks about majority of people, just ugly and rude and -- and I get it. The, you know, the picture that's painted and -- and, you know, with my spreadsheet, I'm not going to sit here and, you know, be holier than now. Absolutely not. I will not do that. But it almost came from, hey, this is what appears to have taken place, let everything fall where it may. It became more of a personal vendetta against anybody that went against him and not necessarily looking at the facts of, hey, these are things that happened, let's

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move forward in that capacity, not necessarily making it a personal vendetta. And, again, you know, I'm -- I understand it and I have my own concerns that I brought forth. So . . .

Q Did you hear any other board members discuss Clara Pease in a similar manner?

A Not really. They were just more -- they don't -- they didn't feel that the purchase should have happened at the cost that it did, but not -- not in that -- no way in that same capacity.

Q Did anyone from the board, to your knowledge, instruct security to monitor or watch Clara Pease?

A Not to my knowledge.

Q Did you ever hear anything from Belinda Lasenberry that she was to be alerted whenever Clara Pease was on the property?

A No, she never said anything to me about that.

Q Can you describe -- so as I understand it, there are flat lots as opposed to, you know, vertical parking garages. And there may be some tension between use of the flat lots versus the garages.

Can you explain kind of your understanding of how that works, or who gets to use the flat lot versus garage?

A The way I understood it was retail had access

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to the -- to that ground level for retail. And others, guests and residents, had to use the parking garages. I mean, it seemed like it should have been very cut-and-dry, but it just -- it wasn't -- I don't know how they came up with the agreement or what it was, but it just didn't seem -- it was just always a point of contention.

Q Were you present for any board discussions where they adopted rules regulating the flat lots?

A I don't recall because I believe that was just as I was coming in. I -- it was -- I want to say I was brand, brand-new when that was kind of going on, so I didn't really know what was happening.

Q As far as securing the flat lots or towing from the flat lots, what kind of actions during your tenure there were you directed to take by the board to do that?

A I was not directed to take any towing. Mr. Bradshaw worked that out directly with Belinda, and I was not a part of those conversations, other than make sure you're doing it the right way. But nobody ever told me. It was just I would be like, Hey, we -- we towed a couple cars.

Belinda Lasenberry, she -- she was very detailed in her incident reports, very detailed. So

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anything that she did or -- I would imagine she would have detailed -- she would have filled that out in great detail.

Q Okay. Are you aware of anyone instructing maintenance or common area cleaners not to clean and maintain retail spaces?

A No. There were -- not to my knowledge. There were several times that, you know, I'd walk down through that property and just said it needed to -- to be cleaned. And then there were several times that there were maintenance issues that I made sure personally I stayed on property, even if it was in the middle of the night, to make sure that, you know, Ms. -- Ms. Pease had areas of concern taken care of and tried to touch base with her as much as I could to make sure just -- because by -- by that point, I was a lot more comfortable at Laketown and just was able to step back and just -- you know, just wanted to make sure things were done.

Q Are you aware of -- of anyone instructing employees of RealManage not to eat at the restaurants in the retail spaces?

A Not instructing, but comments were made. And it was just petty stuff, nothing of -- I don't know. I guess I didn't take it serious because I -- you know, I went down to eat there, so -- I didn't -- not at -- not

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at Ms. Pease's restaurant, but what is that -- one of them down there. Because, again, after I got comfortable, it was -- kind of some of the restaurants started to close down for off-peak season. And then Bun Lab -- Bun Lab, they had opened up. And so, you know, I kind of heard -- just you know how people are. So I went down there to eat. It didn't faze me or bother me at all.

Q And so when you say it was kind of petty, I guess, can you help me understand, was -- were they instructing -- you know, or were people told, hey, don't eat there because of the businesses themselves and who they were affiliated with?

A Yeah. You know, they wouldn't eat there because it's probably not clean. I mean, just that's what I mean by the petty of, you know, don't go down there and eat and -- you know, again, it goes back to that tension. And so I actually started to go down there and eat. And -- and I would have just as graciously gone to Clair's. They were -- they were closed. So I didn't -- I didn't have a problem eating at any of them. I ate down at 810, Bun Lab. But, yeah, they would -- just the petty.

Q And, I mean, the folks that were saying this, do you recall who exactly were the ones saying, hey,

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don't -- don't go down there?

A Obviously, Mr. Bradshaw, Sue. But nobody -- those were the -- the big ones. Anybody else that said it, it was more in passing and I didn't -- I always said I love -- I love their wings. They do have good wings. So -- but those -- those were the big ones where it was just a fly-by comment.

Q Okay. And I guess this is kind of in a -- in a similar vein, but was there anything you observed whether through Mr. Bradshaw or, you know, kind of anybody else at a -- at a board perspective where they were trying to hurt any of the retail associated with Ms. Pease or damage it?

A Yes. The Bun Lab. There were -- at one point, the owners were doing a drag me to brunch. And the -- one of the owners, Melli, had reached out to me and said that she had been threatened. She had received information that they're not going to allow that kind of stuff on property. It was -- and then she said somebody had filed with the City to -- to shut them down if they were doing it. So they absolutely went through a lot of hardships keeping open. And anything they were trying to do, they -- they felt for a period of time that it was -- it was -- they were just going to get shut down or be threatened.

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Q And so that -- that pressure that they were vocalizing, they were indicating that that was kind of coming from leadership at the association level?

A Yes, that is correct.

Q Are you aware of anyone at the board level, you know, including certainly Mr. Bradshaw, reporting Ms. Pease or, you know, her retail businesses to any governmental entity?

So, by way of example, that'd be like making a -- a police report or a report to the IRS or FBI, DBPR, stuff of that nature.

A Not that I'm aware of, no.

Q Did you ever hear Mr. Bradshaw say that the FBI was watching or investigating Clara Pease?

A Yes, I heard that several times.

Q Would he give you any details about what that was about?

A No, no. And that really started -- as soon as I -- as soon as I started working there, that was a big thing that they were -- you know, there was investigations going on and it was never concrete. It was, oh, you better be careful what you're doing because, you know, the FBI is watching. And then there was -- he made mention of a previous board member Mr. Shewmaker had RICO charges and that's why they were

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still looking and -- but past that, no.
Q The reference to the RICO charges that he made about Zack Shewmaker, did you understand his reference to be about criminal RICO charges?
A He just said it was out in Alabama for insurance -- or something. I was like, okay. Obviously, those -- obviously, there were concerns on my part, that I started to look at everything and everybody and all the financials. I mean, I created an ungodly spreadsheet and, you know, was narrow-minded. Just -- same thing, I want to look at everything. But I never -- I never looked into it or -- not with Zack. Like, it was kind of like, okay.
Q Yeah. And I guess that's -- that's helpful.
So -- so if I'm understanding you correctly, that the reference to Zack Shewmaker was actually an unaffiliated incident in -- in Alabama that had occurred rather than kind of an active they're looking at it right now. Is that --
A Yeah, that's -- that's how I took it at first, was it was something in Alabama, and then just kind of started seeing patterns of certain, you know, behavior with, you know, leaks and hurry up and you've got to pay this money and all this. So, yeah, it definitely became a huge point that I started to look into what was

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happening at Laketown.
But never -- but whatever happened in Alabama, I -- I still wouldn't really be able to tell you. It was something that was said, but nobody -- nobody had any concrete anything, so that was also a driving force for me. And, again, it was done on my own personal time that I just pulled public record.
Q While you were working at Laketown Wharf, did you have any concerns about your CAM license being in jeopardy?
A Oh, yeah, all the time.
Q What were --
A Absolutely.
Q What were the things that were happening that were giving you those concerns?
A I was very concerned because it was -- I did not -- I only worked with Mr. Simpson for a short period of time. And when they hired Lisa Bax -- Baxter/Montgomery -- I'm still not 100 percent her name -- she was not a licensed CAM, but they had left all the financial decisions for her. She was going to do the budgeting. She was, you know, just acting in the role.
And I was, like, well, hold on. Let's define what those roles are, because -- because that's a

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concern. Like, you're going to keep making decisions and -- not knowing the budget and not asking the questions, that I don't need this coming back on me.
You know, it became challenging. She's never worked in association management before, so she didn't know that you don't just do what the board president tells you to do. Like, you know, yes, decisions can be made in an emergency, but it doesn't mean we just go willy-nilly. And so it became very, very challenging and concerning, absolutely, as, you know, when -- when she approves something that shouldn't be approved, at the end of the day when people want to file it, it's . . . Hopefully, I'm wrong, that there's not a level of responsibility with my license when somebody is acting outside of it, but there were -- there were a lot of concerns with that.
Q Ultimately, I guess, how much overlap did you and Lisa have in terms of the time that you were working at Laketown?
A She was brought on sometime in December. And then -- I mean, she only worked like one or two days. She came -- we had a very rough start. She worked one day, and then she would take off for a week and a half. And then she would come in for a half a day, and then she would leave for two weeks. So I would say out of

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the time from like December until I was terminated in January, I mean, maybe only saw her three days max.
Q Okay.
A I mean, she was just always gone.
Q Okay. And then I guess walk me through the ending of your time at Laketown Wharf.
How -- how did that unfold?
A There were -- and I apologize. It was very much such a blur for me.
They were going out to bid on all these projects, all of these projects. And I had some vendors coming to me asking how did it work, were they getting -- the concern was whether or not there were kickbacks happening. I was just as concerned. So I voiced those concerns and just really couldn't -- just wasn't getting direct answers, wasn't having e-mails returned to me, lost all communication with vendors that, I mean, just, you know, kind of knew what was going to happen. Was no longer able to get any feedback or advice or anything.
And the two things that happened that day that I knew -- I knew that was going to be the day, I questioned some financials on the 2023 or 2024 audit that appeared just way out of whack. And I questioned that. And then I -- Jack with C-Sharpe Engineering came

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into my office and asked what I knew about the bid process. And I said I couldn't get a straight answer. I really don't know.

And he said, "Do you mind if I call RealManage" -- the guy's name is David -- "and ask?"

I said, "Go ahead. I don't -- you know, that'd be great if we all could understand this."

And he got on the phone with David, and David started to explain yet again how they do their process as preferred vendors. And Jack mentioned out loud that he was on speakerphone in my office.

And David said, "Holly can hear this conversation?"

And Jack just kind of looked at me and said, "Yeah."

He said, "Okay. Well, I'll call you back in a couple hours."

And an hour later, I was terminated for insubordination, not having an ad hoc signed that was advised not to sign, but -- so, yeah, that was --

Q What's an ad hoc?

A It was an addendum to -- they didn't have the budget in December complete. Again, financials. And Sue Ferri had told Mr. Bradshaw to sign this form that would extend the budget, keep it the same. And, again,

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I could very well be mistaken. I don't think that I am. He was advised not to sign it. It wasn't in the best interest of this -- it just wasn't best practices.

So when Mr. Bradshaw came into my office in December right before Christmas, he ripped it up in front of Mark Meade and said, "Give this to your effing buddy Sue. I'm not signing this."

And I said, "Oh, did you talk to legal counsel?"

And he said, "Yes."

And I said, "Okay."

And then Mark Meade said, "You don't need to be so aggressive. Pick it up." And Mark Meade just kind of laughed and he said, "He's like this with you all the time?"

And I said, "This is him on a good day."

And so then, you know, it kind of brought up a few more things, and then I got the (indicating).

Q Okay.

A Got the ax.

Q Are you -- are you still working in community association management now?

A I am, yes.

Q Where are you working?

A I'm working at Treasure Island.

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Q Are you enjoying working there?

A Oh, I am, yes, yes. It is -- it is wonderful. Very blessed.

Q Is it different than Laketown Wharf from your experience?

A Yes. I have always been a professional. I have never experienced anything like I did at Laketown. It is -- it is horrible. Just never experienced anything like it. Jeopardized my career. I had, you know, rumors, people were coming up to me, you know, "Mr. Bradshaw said -- you know, was just terrorizing your name." I actually had RealManage accuse me of stealing association binder and then they had to call me and say, "We made a mistake and found it."

I'm -- I'm, like, I have never in my life. Are you kidding me right now? And so, I mean, it was a continued -- it was horrible.

And then when I got hired, again, I just -- I never experienced this in my professional career. It -- I mean, it's like the twilight zone. And it's -- it's still even very challenging to talk about it.

Q Hmm.

A I mean, it was horrendous and -- and to see nobody step in. I mean, it's -- it's horrible, it's horrible.

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Q You made a comment that made me think of something, which was you mentioned a binder.

Do you recall during your time at Laketown Wharf any discussion about missing records?

A Yes. They would say that there were records that were not there. I can 100 percent say part of the problem -- and I have that in writing somewhere to Sue Ferri -- is that Mr. Bradshaw would come in and he would grab binders and he would leave. And I said we need to have a Laketown library where people can sign in, sit right here, and leave. Things can't be continuously taken. That is -- that is in writing in several e-mails.

And then there were just documents that are just poorly organized because you cannot find them in the software system that was used, that Cira -- CiraNet, I mean, it's impossible. And, again, I went on record and I acknowledged one of the owners Ms. Heinz had said something to me in an e-mail. And I went to look it up, and, you know, I ended up e-mailing her back, telling her that she was right, they -- it paid it very, very challenging to find anything in there. And it was unfortunate. So . . .

Q Were you aware of like a locked room inside the office --

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A Yes.
Q -- kind of like a storage closet?
Did you ever go into there and see any boxes of documents?
A Yes.
Q Okay. And so can you describe for me -- I guess, where is that room in terms of the office location? I'm not familiar.
A So there's a little kitchenette in, like, the center of the -- you know, if you were to walk through, it's like the center. There's a little kitchenette. And then if you go down the one hallway on the right, there's a bathroom on the right and then it's just straight back little closet that has the files in there with -- last I knew had files in there in boxes.
Q And was that kind of commonly known that there were boxes stored in that space?
A Oh, yeah.
Q Do you know if Mr. Bradshaw was aware that there were -- that there were boxes of documents in the closet?
A Oh, of course, yes.
Q Would you be surprised if he testified that he had no idea that there were boxes in -- in that locked room?

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A I would be very surprised.
MS. MADDALENA: Okay. Well, listen. It's almost 10:30. We've been going about an hour and a half. It's probably a good time for everybody to stretch and get waters or do anything they need. Why don't we take a -- I'm going to say a 14-minute break so that we can come back on an even number. So that will get us to 10:40, if that's all right.
And then I'm probably close to being done. I'm just going to look over my notes and everything.
THE WITNESS: Okay.
VIDEOGRAPHER: Okay. Going off the record at 10:26 a.m.
(Recess from 10:26 a.m. to 10:41 a.m.)
VIDEOGRAPHER: We are now back on the record at 10:41 a.m.
BY MS. MADDALENA:
Q Okay. Back on after a little stretch break. Hopefully you've moved around a little bit.
I just have a couple of follow-ups after reviewing my notes. And then procedurally what I'll do is I'll, you know, conclude my questioning, and then the other attorneys will have an opportunity to ask questions if they want to. That may spark one or two

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follow-up from me, it may not, but then hopefully we'll -- we'll get you out of here and on your way for the day.
A Okay.
Q I'm -- so I'm going to share -- this is Exhibit 12.
(Exhibit Number 12 marked for identification.)
BY MS. MADDALENA:
Q And -- and this is a court document from this case, and you may or may not have seen it before. It was filed on August 29th of 2025, so -- so while you were with Laketown. And this was -- it's what's called a request for production, which essentially is a request for documents. So this is request for production to the association. And the reason I'm -- the reason I'm showing it to you is one of the requests asked for -- Number 29: "Any and all e-mails involving or between association employees, community manager employees, association board members, and engineers from March 1, 2023, to current date."
And -- and so my specific question is: Do you recall being asked to search through e-mails or gather e-mails to produce as part of this litigation?
A Yes.
MR. MILLER: I do want to -- before you answer

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real quick, I do want to make one thing clear because it wasn't part of the question, that the request for production was not directed to Ms. Bailey or her employer; it was directed to the association.
But you can answer, Ms. Bailey.
THE WITNESS: I was still relatively new. So I was advised by RealManage/Sue Ferri that they would be going into CiraMail. And their legal department would be going through all of the records. And if there was anything that I had in that short period of time, to put it in a file in their SharePoint and that it was more or less information that they would be handling.
BY MS. MADDALENA:
Q Okay. And did you gather, you know, whatever you could locate and -- and ultimately put that into a share file?
A Yes.
Q You had -- you had mentioned earlier that Mr. Bradshaw had said to you that Clara Pease was a fraud or had engaged in, you know, fraud.
Do you know if he said that to anyone else?
A He said that to everybody.
Q Were -- do you recall being present for -- for

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any conversations where you actually heard Mr. Bradshaw say that to somebody?
A In front of the staff, you know, myself, Belinda, Josh, Acey, Heidi. Lira, but then he would make a comment that she was friends with Clair; so he didn't say too much, not as much as he would say behind closed doors with us and with Sue.
Q Did you ever hear him say that to any vendors?
A He said it to System Services. Actually, he said to it Clint -- I believe his name was Clint with System Services. He brought us in lunch, System Services had catered lunch. And he made a comment directly to him that he was getting rid of anybody that had to do with previous engagement with Clair and that -- actually shook his hand and said he was probably one of the good guys and he would allow him to keep working on the building.
Q As it relates to the October 2025 board of directors election, do you recall hearing about -- I know you weren't, like, lead on that, but do you recall hearing about owners having difficulties voting online through MyHOAst?
A Yes, they expressed that at the meeting. We had gotten e-mails. And as soon as an e-mail would come in, Heidi was -- to my knowledge, she was very forward

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and calling them right away, helping them, and she would also call MyHOAst. The only times that she didn't get to them right away is when it would come in late at night or on the weekend, which, you know, you don't expect somebody to do that.
But we -- we did hear that there were concerns at the meeting, that they weren't able to log in. And we were trying to -- I know Heidi was trying to get their information to make sure it was something that she had already addressed with them or had helped them with.
Q Was Mr. Bradshaw at that annual meeting?
A Yes.
Q Did he make any statements in response to these owners vocalizing concerns being unable to vote online?
A He made a statement that we were doing what we could. Heidi was getting the information. He did make a statement that if they wanted to redo the election, he didn't care, they would do that too. And it was just an informal off-the-record, I guess, conversation because there was essentially no meeting, no quorum.
Q Yeah, and I'll show you just so you can see. It -- it appears that there was a follow-up board of directors meeting scheduled after the annual meeting. So this is Exhibit 37. Let me share this with you.

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(Exhibit Number 37 marked for identification.)
BY MS. MADDALENA:
Q So this is a notice of special board of directors meeting, Tuesday, October 28th of 2025. "New business: Discussion and consideration to authorize election for board members."
Do you recall if this meeting was canceled after it was noticed?
A He came up to the office and it said that he was canceling the meeting. If they weren't going vote the first time, they weren't going vote a second time. And I didn't say anything. I said -- I didn't say anything. I said okay.
Q And when you say "he," was that Mr. Bradshaw?
A That was Mr. Bradshaw.
Q Do you know if that issue was ever taken up again, you know, in front of the whole board to decide?
A That, I'm not aware of. Not -- not to my knowledge. Him and -- Sue was there, and I know him and Sue went behind closed doors. And I don't -- I don't know what was discussed after that.
Q Ultimately, did the association -- well, scratch that. Let me back up.
The October 2025 election that was going on, was it a contested election, meaning multiple people

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running for certain seats?
A Yes.
Q Despite it being a contested election, was the -- was the decision by the association to just allow the directors who were expiring to continue to serve?
A To my knowledge, yes, that was the way that Mr. Bradshaw had said was going to -- how it was going to happen moving forward.
Q I'm going to show you Exhibit 25. And this exhibit is an e-mail.
(Exhibit Number 25 marked for identification.)
BY MS. MADDALENA:
Q You had mentioned CiraMail. And -- and this e-mail is from Laketown Wharf December 1, 2025. This particular e-mail was received by Clair Pease. The subject is "Legal Proceedings Laketown Wharf Resort."
When you were talking about CiraMail, is this handle what you were talking about?
A Yes.
Q Okay. And who -- who would have had access to this e-mail address?
A All of us: myself, Lira, Belinda, Heidi, Sue.
Q In -- in looking at the body of the e-mail -- and I'll -- I'll give you a chance to read it. Just let

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me know when you're -- when you're done reading it.
A Okay.
(Reviewed document.)
Okay.
Q Do you know who -- within the staff level who sent this e-mail? Because I don't see where it's signed.
A That would have come from me.
Q Okay. And it looks like attached to it -- and -- and it's referenced, "see the attached letter and complaint" -- it looks like there were two attachments, a letter 11/28/25, "President to Owners re. Litigation," and then a complaint 11/25/26. So let me back out of Exhibit 25, and I'm going to pull up the letter. So this is Exhibit 13.
(Exhibit Number 13 marked for identification.)
BY MS. MADDALENA:
Q And it's -- it's three pages.
And just from looking at it, I guess, do you recognize this at all as being familiar? I can zoom in.
A I -- I remember it. I just can't recall everything about it. It was a discussion for me to send out a notice on behalf of the board.
Q Okay. And in looking at here -- I'm on the last page in -- the first paragraph on the last page,

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the last couple sentences say: "That said, I welcome discussions with any owner about why we believe this lawsuit is in the association's best interest as well as ideas for improving Laketown Wharf as a place to live, rent, own, and enjoy. The best way to reach me or this issue or any other issue is via e-mail at randybradshaw4LTW@gmail.com." But I don't see a signature on the letter itself.
And my -- my question is: Do you know who wrote this letter?
A I don't recall. I know it was a conversation, but I -- I truly don't recall.
Q Okay. Do you recall who asked you to send out the letter?
A The final send-out would have been -- would come from Mr. Bradshaw himself.
Q Okay. And would it surprise you if Mr. Bradshaw said he had no knowledge of that letter or that e-mail going out?
A Define "surprise." Yeah, he was aware.
Q Okay. And that was really going to just be my follow-up is: Are you certain that that was sent out at his direction?
A Absolutely.
Q That e-mail -- the particular e-mail we looked

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at was received by Clair -- Clair Pease.
Would it have gone out to all owners at Laketown Wharf?
A It would have gone out to all owners, yes.
Q And just one -- one more quick topic here.
Do you recall a time when Ms. Pease was requesting for one of her units, R1, which is, you know, historically a retail unit, for that to be rented on a -- on a residential basis?
A Vaguely. I recall vaguely. I don't -- I don't know if that was the one that was going to be a studio. I -- it was just very vague.
Q What do you recall about that request and the response from Mr. Bradshaw?
A That was -- like, I don't recall much of it. It was a conversation. And to me, it wasn't that big of a conversation because, I mean, really, it goes to the legal counsel and it is the governing docs and there's going to be an answer to that. So it wasn't anything that I, you know, really got worked up or really looked into because, if memory serves me correct and it -- is that there were some units that could be transitioned to residential, but residential couldn't be transitioned to retail except for the knuckle units.
Q Okay.

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A So there -- there was a different kind of verbiage in there for commercial verse retail. And -- and to me, it was pretty much, you know, it's going to have to go to legal counsel. I mean, I vaguely recall asking for the occupancy, but it wasn't -- to me, it wasn't, you know -- I just don't recall that much about it --
Q Okay.
A -- at this moment.
Q Sure, sure.
Does the association -- so if a residential owner is going to put their unit up for rent, did the association collect the certificates of occupancy for those?
A I -- that was a very gray area that I wasn't -- there was no consistency. And I don't -- I don't think that that was done intentional. I just think they never had a CAM long enough on-site and on property or a -- that they could really look at those operational gaps and bridge them.
MS. MADDALENA: Well, I thank you so much for your time today. I'm going to hand it off now in case anybody has any questions.
THE WITNESS: Okay. Thank you.
CROSS-EXAMINATION

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BY MR. MILLER:
Q Good morning, Ms. Bailey. My name is Grayson Miller. I represent Laketown Association and the individual board of directors who have been sued. I promise I only have roughly about ten minutes. We won't have the -- the same length of time because Ms. Maddalena has covered a lot, but I would like to follow up on a couple points. Okay?
A Okay.
Q First, just some background. And I think these were covered. I just want to make certain.
At no point were you a Laketown Association employee, correct?
A Correct.
Q You worked -- it was different names, but was it always RealManage at the time that you were connected to Laketown?
A It was RealManage when I was hired, yes.
Q Okay. And then, if I have my dates right, you started July of 2025 with RealManage being connected to Laketown, and then your employment ended January of 2026; is that correct?
A That's correct.
Q So you were only at Laketown for whatever that is, six, seven months-ish?

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A Correct.
Q Okay. You said -- I'm over in Pensacola, so maybe this is a stupid question if I lived over in Bay County.
But you said you're with Treasure Island now. Is that the HOA, or is that your actual employer?
A That's my actual employer.
Q Okay. And are you affiliated with a certain HOA or community association or multiple?
A They're Treasure Island Condominium Association. They're self-managed.
Q Ah, self-managed. Got it.
And are you the CAM? What's your title?
A I'm the CAM, yes.
Q Got it.
Okay. I want to follow up a little bit more on one of the first questions Ms. Maddalena asked, which is what you did to prepare for your deposition. You said nothing, but I want to ask a couple other questions.
Have you spoken with Ms. Maddalena in preparation with your deposition or anything related to this lawsuit or anyone from her office?
A Vaguely back in January. And it was I had a subpoena and didn't have anything, I didn't have any

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access to previous e-mails. They had shut everything off. So other than that, no.
Q Was it a -- so you were subpoenaed to be here today, which is a -- excuse me -- a subpoena for a deposition. There's also a subpoena for documents.
Is that what you're talking about, the --
A Yes.
Q -- subpoena for documents?
A Yes.
Q Okay. Since January-ish, have you spoken to Ms. Maddalena or did you speak to her in advance of your deposition today about your deposition?
A No.
Q What about Clara Pease? Did you speak to her about your deposition today?
A No.
Q Okay. All right. So I want to jump into -- just briefly follow up on some things about some of the topic areas that were covered.
There was some discussion regarding a parking garage. And I -- I wrote down that you mentioned it was a 10 to 14-million-dollar project. Was that -- but I didn't really get the context. That's what I want to follow up on.
Were you meaning that 10 to 14 million

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dollars' worth of repairs were necessary to the parking garage?
A No. It was part of an overall bid project that they were going out for that totaled between 10 and 14 million dollars on various projects needed to be done at the resort. One of them included in that overall price was areas in the parking garage.
Q Okay. The whole 10 to 14 million, though, was all Laketown-related, just not all parking garage --
A All Laketown. That's correct, all Laketown-related.
Q Did any of that 10 to 14-million-dollar bid project get picked up and -- and done?
A Not to -- not to my knowledge, but I don't -- I wasn't involved, I guess, when they started doing that. They had really pulled me away from having any involvement in that.
Q Do you know if any parking garage -- if any contractors were hired to do any parking garage repairs, even if not Valcourt?
A They authorized an engineer to go in to do a study on it. And that engineer company, I had met her in the parking garage and she said the parking garage actually looked in good condition. There were just some areas that needed repairs that were -- was not anything

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significant.
Q Do you remember the engineering company's name or the engineer's name who came out?
A I do not. I believe -- I believe they're affiliated with Dynamic. Is that Dynamic Engineering?
Q Okay. So the engineer who may have been Dynamic comes out and looks, says mostly okay, needs some repairs.
Do you know if any repairs were actually undertaken, though, to the parking garage?
A That -- that, I do not know.
Q Okay. Do you know if Clara Pease is connected formally with Valcourt in any way, meaning she works there or is an owner or something like that?
A Not that I'm aware of.
Q I want to follow up a little bit on the questions about the water -- it was a water fountain? Is that what it was that was discussed?
A Yeah.
Q Water feature? Okay.
It sounded like somebody came out, said some repairs were necessary, they ultimately weren't hired; is that correct?
A Correct.
Q Do you know if the water fountain was ever

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repaired, even if it was by a different contractor?
A Repairs were made, yes.
Q Okay. Do you know who did the repairs?
A Onyx.
Q Is it O-N-Y-X?
A Yes, yes.
Q All right. I think -- yeah.
Do you know why Onyx was used instead of the contractor you mentioned that came out and looked at it and ultimately wasn't hired and wasn't paid?
A He was hired to do the IT on it, and his repair option came in $315,000 less than the other company.
Q Which one was less? Onyx or the other one?
A Onyx was less. And he was working on the IT components on the inside on the relays along with the sound.
Q Okay. So there was some discussion about comments Mr. Bradshaw had made accusing Clair Pease of fraud. We discuss -- you discussed those with Ms. Maddalena. And then I wrote down that you said you had your concerns too.
Can you explain what you meant by that?
A When I first started working there and hearing -- excuse me -- everybody talk about fraud and

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financial fraud and -- it brought up my own concerns working there. And so I started to take what everybody was saying and look at just the operations of it, how -- how did it happen, what was purchased, are there things still happening. So that was -- that was my role in all of it as well, is thinking, okay, well, honestly, I thought maybe not a big deal. And then I just put everything together from the public records and -- so that way I had the facts sitting in front of me.
But just the concerns in general of, you know, should they have done it? Does it matter? What's happening right now? And then there's a lot of deferred maintenance and just trying to understand how their budget works. Nobody -- nobody had an answer for that. So it was a lot of concerns.
Q After you did this investigation, did you come to any conclusions of your own about it?
A Yes. I did have my own conclusions that right, wrong, or indifferent, the association probably -- you know, I guess it's more subjective. My opinion is subjective, but I definitely had my concerns. I'm not sure how to answer that because it's just my opinion.
Q Okay.
A So tell me if I need to.

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Q Obviously, there was lots of discussion this morning about Mr. Bradshaw. He was one of the board of directors.
My question is: Did you have any problems -- did you personally have any problems with any of the other board of directors during the time you were there?
A No, at least not that I was aware of. The other board, there -- a couple of them were just absent, you know, just would -- weren't really involved. And then there -- there were a couple that just really wanted the betterment of the association. You know, they wanted to see events happen. They wanted to 100 percent support the retail.
So I didn't -- I didn't really see anything, but, you know, it's very much -- it became just a one-person board, you know. Voices weren't being heard. You know, it just -- there was one focus and one focus only.
MR. MILLER: Ms. Bailey, those are all my questions. Thank you so much.
THE WITNESS: Thank you.
MS. CURETON: And nothing for me, Holly. Thank you very much.
THE WITNESS: Thank you.
MS. MADDALENA: All right. And that did not

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spark anything further from me, so we can wrap up. Before you jump off real quick, let's just make sure the court reporter and videographer have what they need in terms of information.

VIDEOGRAPHER: Okay.

MR. MILLER: Yeah. And someone will need to explain read or waive. I don't know if you want to do that, Julia, since you took the lead.

MS. MADDALENA: Yeah, yeah. So there are two options you have at the conclusion of a deposition if a transcript is ordered by anyone, which it will be in this case. You can read that transcript or you can waive that right.

By reading it, what happens is is you'll get an e-mail with a link to the transcript and it will have what's called an errata sheet, which is basically a place to correct errors. And that's going to be like spelling errors or, you know, anything that you identify -- a word that you're thinking no, that -- that's not what -- wasn't the word. It was maybe typed down incorrectly, although Ms. Stephanie does a fantastic job. But you can make any corrections that you see fit and sign off on that, and then that goes, you know, back into the record essentially.

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You can waive that. It is commonly waived, but, you know, I won't certainly give you advice either way. Plenty of people read; plenty of people waive.

So that's going to be up to you on which one you would like to do.

THE WITNESS: I mean, I mean, waive -- waive it, I -- that's fine.

MS. MADDALENA: Okay. And all that means is just the court reporter finalizes the transcript and then -- and then it goes out. And so you wouldn't necessarily get a -- get a copy of it via e-mail beforehand.

THE WITNESS: Okay. Do I need a copy of it?

MR. MILLER: You can always order a copy. That's just to make corrections.

THE WITNESS: Oh, okay.

MS. MADDALENA: Yeah, it's just the process of like before it kind of gets its final form, it's like a review. You can review it before it gets into its final form. Like I said, people do either one. I don't want to encourage you one way or the --

THE WITNESS: No, I'll -- I'll waive it. That's -- that's -- that's fine. I'll waive it.

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MS. MADDALENA: Okay. Okay.

VIDEOGRAPHER: Okay. We are now going off the record at 11:11 a.m. on June 9, 2026.

THE DEPOSITION WAS CONCLUDED

STIPULATION

It was stipulated by and between the respective parties and the deponent that the reading and signing of this deposition be waived.

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CERTIFICATE OF OATH

STATE OF FLORIDA )
COUNTY OF BAY )

In my capacity as a Notary Public of the State of Florida, I certify that on the 9th day of June, 2026, at 9:01 a.m., HOLLY BAILEY personally appeared before me and took an oath or affirmation for the purpose of giving testimony in the matter of LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC. a Florida not-for-profit corporation vs. LTW LOBBY, LLC, ET AL.

Produced Identification. Type of Identification Produced: Driver's license.

DATED this 23rd day of June, 2026.

STEPHANIE R. ZEITVOGEL, FPR-C
Notary Public - State of Florida
My Commission No. HH 697689
Expires: October 27, 2029

CERTIFICATE OF REPORTER

STATE OF FLORIDA )
COUNTY OF BAY )

I, Stephanie R. Zeitvogel, Stenographic Reporter, do hereby certify that I was authorized to and did stenographically report the deposition of HOLLY BAILEY; that a review of the transcript was not requested; and that the foregoing transcript, pages 1 through 77, is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 23rd day of June 2026, at Panama City, Bay County, Florida.



Stephanie R. Zeitvogel, FPR-C

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# Exhibit "D"

**In The Matter Of:**

*Laketown Wharf Resort Community Association, Inc. v. LTW Lobby, LLC, et al*

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*Videotaped Deposition of Heidi Jacobs*

*June 10, 2026*

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*Min-U-Script® with Word Index*

# Exhibit "D"



IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation,

Plaintiff,

vs. CASE NO. 24000822CA

LTW LOBBY, LLC, a Florida limited liability company and LTW COMMERCIAL 1, LLC, a Florida limited liability company,

Defendants.

---

LTW LOBBY, LLC, a Florida limited liability company, LTW COMMERCIAL 1, LLC, a Florida limited liability company, LTW COMMERCIAL 2, LLC, a Florida limited liability company and CLARA Y. PEASE, individually,

Counter-Plaintiff/Third-Party Plaintiffs

vs.

LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC., RANDAL "RANDY" BRADSHAW, MARK MEADE, MATTHEW ALVA GRUMBACH, MICHAEL LYNN, PETER GADALETA, KENNETH REDMON and PHIL ZAFFOS, individually,

Counter-Defendants/Third-Party Defendants

---

DEPOSITION OF: Heidi Jacobs (Videotaped)

ON BEHALF OF: Defendants/Counter-Plaintiffs

DATE: June 10, 2026

TIME: 1:25 p.m. - 3:29 p.m. CST

PLACE: Zoom Videoconference

REPORTED BY: RACHEAL L. CALLAHAN, FPR
Stenographic Court Reporter
Notary Public

# Exhibit "D"



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Also Present:
Maria Fuller, Videographer
Clara Y. Pease
Michelle McGee

---

# Exhibit "D"



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# Exhibit "D"



THE VIDEOGRAPHER: We are now on the record. The time is now 1:25 p.m. Central time. Today's date is Wednesday, June 10th, 2026. This begins the videotaped deposition of Heidi Jacobs being held via Zoom, taken in the matter of Laketown Wharf Resort Community Association, Inc., et al. versus LTW Lobby, LLC, et al.

The videographer today is Maria Fuller. The court reporter is Racheal Callahan.

Counsel, will you please announce your name and whom you represent after which the witness will be sworn?

MS. MADDALENA: Good afternoon. Julia Maddalena on behalf of the defendants, counter-plaintiffs, and third-party plaintiffs.

MS. CURETON: Sarah Cureton on behalf of Laketown Wharf Resort Community Association.

MR. MILLER: Grayson Miller also for the Association, as well as the individual Board of Director defendants.

COURT REPORTER: Would you raise your right hand, please? Do you solemnly swear or affirm to tell the truth, the whole truth, and nothing but the truth?

THE WITNESS: I do.

COURT REPORTER: Thank you.

HEIDI JACOBS,

was called as a witness and, having first been duly sworn, testified as follows:

EXAMINATION BY MS. MADDALENA:

Q Good morning, Ms. Jacobs. We met a little bit briefly off the record here before we went on, but just to kind of reintroduce myself, my name is Julia Maddalena. I represent a few different parties in a -- in a pending litigation case in what we call a civil case here in Bay County, Florida. Those parties -- it's quite a handful of names, a lot of legal entities, but just to kind of list them off so you know who I'm representing, I represent LTW Lobby, LLC, LTW Commercial 1, LLC, LTW Commercial 2, LLC. Those three are retail unit owners at Laketown Wharf, and then Ms. Clara Pease and Emerald View Association Management, LLC. And as we go through today you may hear me talk about Claire, Claire Pease, and I'm referring to Clara Pease. And then Emerald View is just my shorthand for Emerald View Association Management.

Let me start by asking you -- for record purposes, if you could say your full name and your date of birth.

A Yep. It's Heidi Jacobs, December 3rd, 1970.

Q And have you ever taken a deposition before?

A No.

Q Okay. So there are just some ground rules to help everybody, you know, understand the basics and help you feel more comfortable. This is a question-and-answer session, meaning that, you know, I'll ask you some questions. You're -- you're the person answering them. There are two other attorneys on the line, Mr. Miller and Ms. Cureton. When I'm done they may have a few follow-up questions as we go through that process. But the goal of today is really just to understand what you know, what you experienced, and maybe what you didn't experience. There's things you don't know, right? And what I mean by that is it's fully okay to say I don't know. I -- I wasn't there. You know, I -- I never heard of it.

A Okay.

Q Really the goal is to, you know, just ascertain the truth of -- of whatever we're trying to understand as part of the case. If you need any breaks -- I don't anticipate this will take too long. But, you know, if you need a break, if you need water or a bathroom or anything like that, please don't hesitate to just say, hey, can we take a five-minute break or something of that nature, and I'll be glad to do that. The one thing I would ask is that if I've asked a

question, if you could just answer whatever that is, and then we can take a break.

A Okay.

Q And -- and you do understand you've been sworn in to tell the truth, and so it's just really important -- that's all we're looking for here today is the truth from your experiences, okay?

A Okay.

Q You may hear what we call objections from the other attorneys. And so what I mean by that is I may ask a question, and Mr. Miller or Ms. Cureton may say form right after my question before your answer. That is them preserving an objection for later. You can still answer that question, so you may hear that. And if you want to pause -- you know, we'll let you know if you're -- you're free to answer that or not. The only time you wouldn't answer a question is if maybe one of the attorneys says it's privileged or something of that nature. But if we get there, you know, we can -- we'll hash that out all together on the record.

But otherwise, hopefully we'll just move through it. Because we are on Zoom there is -- the court reporter is typing down what we say. There is also a video recording being made of this, but it's important to go one at a time. So I know -- you know, in conversation

we would always speak over each other and kind of naturally. And this is a little bit unnatural in the sense of if you pause, you know, after my question, before your answer, and then I'll kind of do the same. After you answer I may give it a pause just to make sure the other person is fully done and to allow the court reporter to accurately capture what's being said.

A Okay.

Q And then you're doing a good job. But another thing we tend to do is, like, nod our heads or maybe say uh-huh, huh-uh. Just in case, if it's not totally clear what your answer is, I may prompt you to -- you know, was that a yes or a no. And I don't mean to be rude when I do that. That's just for -- to make sure we all understand what your answer is.

A Okay.

Q Where are you located presently?

A Oh, at -- I'm at home.

Q Okay. Is that -- do you live in Bay County?

A Yes.

Q Okay. And then is there anybody in the room with you?

A No.

Q What did you do, if anything, to prepare for your deposition today?

A Nothing.
Q Okay. That's okay. Did anybody contact you, you know, about your deposition or about what you might say in the deposition?
A No.
Q Okay. What is your current line of work?
A I am a CAM at a condo.
Q Okay. What condo are you at presently?
A Ocean Ritz.
Q And is that self-managed or do they have a management company?
A It's a management company.
Q And who's the management company?
A Virtuous Management.
Q Prior to Ocean Ritz were you at Laketown Wharf?
A Yes.
Q Okay. And I kind of -- I shorthand it often because I think we all know it, but just so everyone -- the record's clear. Laketown Wharf, I'm referring to Laketown Wharf Resort Community Association, Inc., which is a condominium here in Bay County. Okay?
A (No response.)
Q When did you start working at Laketown Wharf?
A I'm not sure of the date. I just know it was

the beginning of August of last year.

Q Okay. So August of 2025; is that right?

A Correct.

Q And then when you began working there, were you working for the Association directly or was there a management company?

A A management company.

Q What was the name of that management company?

A RealManage.

Q Prior to working or taking this position at Laketown Wharf, what experience did you have in community associations?

A I had worked a few different community associations before. So a couple of years worth of experience.

Q And did you get your CAM license while you were working at Laketown?

A Yes.

Q When you -- when you took the position at Laketown Wharf in August of 2025, was that the first time you had been employed with RealManage?

A Yes.

Q By the time you started working, was A.C. Stinson still working at Laketown?

A Yes.

Q How much was that overlap between you guys? Because I know he departed in the fall.

A I don't -- maybe a couple months. I'm not for sure exactly how long, but I think it was a couple months that we worked together.

Q Okay. And what was your title and your job duties at Laketown?

A So the title was administrative assistant. Duties included -- I don't know. It was a lot of fill in, so it just included assisting both the executive director and the CAM with whatever processes needed to happen. I didn't really deal as much with, like, answering phones, that kind of stuff.

Q Okay. And is it correct -- as I understand it, Stinson was in the role of executive director and Holly Bailey was the CAM, correct?

A Correct. Correct.

Q As the executive director what was your understanding of A.C.'s job duties?

A They didn't have a real clear definition, just that he was the hierarchy at Laketown. So he -- he was the head and then became the CAM after that. So not real sure exactly. It wasn't clearly defined.

Q Okay. And then what about, I guess, Holly's role as CAM, was that more clearly defined?

A Not necessarily.

Q Okay. What were some of the things that, you know, you would see her doing in that role?

A When A.C. was still there or after?

Q When A.C. was still there.

A Okay. They kind of collaborated a lot, but I'm -- to be honest -- so I'm not exactly sure where their lines were drawn necessarily. Because a lot of it was collaboration. If he was working on something, he would go collaborate with Holly, especially if it was something that he didn't understand what the restrictions were. Because they kind of -- I don't know, he had -- like, finan- -- I think he was more over the financial side of it. And then Holly filled in, like, where -- meetings, agendas. And not necessarily -- they both worked on doing bids, that kind of stuff. So it was -- that's where I said it was kind of intermingled. But when it came down to, like, getting meetings and that stuff together, he -- he did part of it. But just on the as- -- aspect of getting, like, the paperwork side of it done. And Holly set it up like it was supposed to, and then they both kind of ran the meeting together for the meetings.

Q Okay. In your role working with Holly -- and I guess this is really at any tenure, you know, when you

overlapped with Holly, how much on average would you interact with her day to day?

A I mean, we interacted pretty much all throughout the day, so. I mean, she would assign -- like, if I got done with whatever project I was working with, I would go in and ask her, hey, what do you need help with? And we would meet usually daily to try to kind of be on the same page to know exactly what needed to happen for the day.

Q Okay. And I'm not totally -- candidly, I'm not totally familiar with the office setup there. So is it one office space, you know, with different rooms? How is that set up?

A No, it was several offices that were there. You had your reception area, which is where Lyra was. And then when you first came through the doors, there was A.C.'s office. And then at first, when I first started, Holly and I shared an office just for a short time. And then her office moved down. So then I took over that office that was next to A.C.'s. And then there was another office between hers and -- or after mine was Belinda's office and then Holly's office.

Q Okay. And I guess let me start with at reception. You mentioned the name Lyra. Do you know Lyra's last name?

A I can't recall it at the moment. I can't recall it at the moment.

Q Okay. No problem. If it comes to you, feel free to, you know, shout it out. But if not, that's fine. And then you mentioned Belinda. Do you know Belinda's last name?

A Sorry, I'm horrible with names. I don't recall it at the moment.

Q I've -- I've heard and -- and I assume, but I -- the name I've -- I have heard is Belinda Lassenberry.

A That sounds familiar.

Q Okay. And that's okay. What was Belinda's role to your knowledge?

A So she -- and again, a lot of the roles were not defined at the time so -- I mean, they may have had definitions, like they may have had something that they had within -- like RealManage may have had it within their organization, but not necessarily defined within Laketown. I know that she worked with security and with the grounds and cleaning and all of that was basically most of her role.

Q And so we kind of talked about who's at the office. Now, if you're looking out of the property at RealManage, what do you know, I guess, about their

organizational structure?

A Not much. I knew that we had -- we had a VP that was over us, and then -- I didn't really know much more of the organization after that.

Q Okay. Who was that VP?

A Her name was Sue, but I don't know her last name. Sorry.

Q That's all right. Okay, Sue. How much would you interact with Sue at RealManage?

A Not very often at all. She may have been there at the office a total of maybe three times when I was there.

Q Okay.

A But I didn't really -- besides maybe a couple e-mails, that would be about it.

Q At some point when A.C. left, did Holly -- Holly move into the interim executive director position?

A Yes.

Q And so at that point working in the office, would it have been you and Holly, Lyra, and Belinda?

A Yes.

Q Okay. And then just so I -- we can kind of understand the timeframe on things, when did you -- when did you stop working at Laketown?

A It would've -- I'm not for sure the date, but

it would've been in January of this year.

Q Okay. So January 2026. So it sounds like the span then was August '25 to January 2026?

A Correct.

Q During that time that you were at Laketown, how often did you interact with the board president, Randy Bradshaw?

A Probably almost daily. He would come to the office quite often.

Q And what would he do in those visits to the office?

A Usually be kind of checking in, seeing where projects were, asking about different projects or assigning projects, that kind of thing sometimes.

Q Okay. And you indicated that he was there maybe almost daily. How many hours would he spend there on average, you know, in a given day?

A It just depended on the day so -- I mean, sometimes it could be just a quick visit, coming in and popping in or whatever. And sometimes it could be a few hours.

Q How was his attitude when he was there at the office?

A Depended on the day.

Q Were there times when he would have a poor

attitude?

A Yes.

Q Can you describe things about his demeanor that you observed when you felt like he was not in -- not in a good attitude?

A He demeaned people sometimes. He sometimes would use foul language. He would sometimes -- sometimes he would raise his voice pretty loudly in the office. And that was not happening all the time, but there were some incidents where that happened.

Q Okay. Can you recall specifically, and can you describe for us anything that stands out in your memory in terms of his, you know, standout experiences at the office?

A Yeah. There was one in particular that he berated Holly and yelled pretty loudly, and it was just about the agenda. And it was pretty extreme where he continued cussing her out all the way through the office and outside. You could still hear him outside once he left the office. So it was -- it was pretty bad.

Q Were you ever in fear of Mr. Bradshaw?

A No, I was never in fear of him.

Q Did you get the sense, or did Holly ever tell you that she was in fear?

A She was pretty shaken up that day. I actually

advised her to call her one up at that point. I checked on her because she was -- she was pretty shaken up.

Q Do you remember in that incident Belinda calling anyone to try to come provide some backup at the office?

A I was not privy to that. I -- I do know that once -- once I had that conversation with Holly down in her office, she did go and call her one up.

Q And when you say one up, who are you referring to?

A Sue. Sue.

Q Did you hear -- overhear anything about their conversation?

A I know that they had a conversation, but I was not privy to what was said in the conversation.

Q Are there any other standout incidents that stick with you in terms of Mr. Bradshaw?

A That would've been the one that stuck out the most. I mean, that was the only one that I remember being a real incident while I was there.

Q Okay. Do you know who else may have witnessed this incident?

A I don't remember who all was in the office at that time. It may have been a time when it was just me and Holly in there. I don't remember. I don't recall

who was in there at that time. I just remember going down to check on her afterwards.

Q Were you involved at all with some investigation that was being done into the parking garage for potential repairs with Valcourt being one of the potential contractors?

A No, I didn't have anything to do with that.

Q Did you have anything to do with -- there were some repairs made to the technology for the fountains that were out back?

A Can you be more specific? I'm not understanding exactly what you're asking.

Q Yeah. So it's my understanding based on some other testimony that we've heard in the case that there were -- that there are fountains behind Laketown Wharf, that they were having some sort of a malfunction and that there was basically an IT professional kind of called in who did some work to try to work on that, but ultimately they were never paid at the direction of Mr. Bradshaw. And -- and I don't know if that rings any bells with you at all.

A Yes.

Q Okay. What -- what do you know about that? I guess what I'm trying to understand is did that happen, you know, and how is Mr. Bradshaw related to that

incident?

A So one of the concerns that some of the owners and the Board had brought up that they wanted to see the fountain brought back to life as it originally was. And the cost that originally was with it was so high that they had not wanted to do it at first. And then Holly had found somebody that was going to do it at a lot less cost, something that was feasible for them. So they had asked -- you know, said to have them come out and -- and so he -- he came out a couple different times out to the property, had worked on it, had brought the fountains back to life quite a bit on some of it. I mean, it wasn't even working for any of the shows and it started to work for some of the shows. Enough so that people were actually coming out at night to watch it. And so -- I can't recall how many times he came out. It was either two or three times that he came out to the property to work on it. And I know that he could work on it from afar as well, but I'm -- now don't -- I can't 100 percent say that. I just know that that was one of the options that they were looking at.

Q And do you know if he was ever paid for those services?

A That I wouldn't know. Usually that would've been -- if it was a bill that was brought in, it would've

been processed through RealManage. We would've just scanned the bill in and then, you know, if -- if he didn't approve it through the portal or whatever, then I -- that I don't know.

Q Okay. And -- and I guess that leads me to -- to wonder and ask what role, if any, did Mr. Bradshaw play in that process in terms of invoices getting approved?

A That I'm not for sure. I -- I don't know how their process went from that other than -- because it -- it never came back. Like if I -- say I put an invoice in, it never came back to me. Like other processes -- usually will be if a board member is approving it and they have a comment or a question about it, it would usually come back to the person who processed the invoice. But the system that they had, that would not come back to me, so I wouldn't have had privy to that.

Q Okay. We talked a little bit earlier about Emerald View just in terms of kind of who -- who I'm referring to there. So that's Emerald View Association Management, LLC. Do you know who that is or what company that is?

A Yes.

Q Okay. And how are you familiar with that name?

A Just from the historical stuff that I had to go through at Laketown.

Q And what was the historical stuff that you had to go through?

A So like if you have to go back through -- anytime that somebody does a records request or anything like that, you have to pull all of the docs out to show, you know, who -- who is the past, you know, company or CAM or whatever. You always have to go back and look through the historical records on that.

Q Did Mr. Bradshaw talk at all about Emerald View?

A Yes.

Q What were some of the things that he would say?

A Just the fact of, like, that that was -- he had talked to me about that was the management company that was from before, that it was Claire's management company. And it would've been the company that was there at the time frame that she was the CAM and...

Q And did -- did Mr. Bradshaw ever talk about Claire or Clara Pease, but she also goes by Claire?

A Yeah. And what -- in reference to what specifically?

Q Well, did he ever say that Claire Pease was a

fraud or had engaged in fraudulent activity?

A Not in -- not necessarily. Like, he never told me that she was a fraud, no.

Q Did he ever insinuate in any way that she had done any misconduct?

A He had wanted to look at voting from the past, from when she was there. So that was discussions that he had with me and looking into the past voting for -- I can't remember exactly what it was, but something that they had voted on in the past.

Q And how did he describe that task to you or that request to you?

A So he wanted to basically get the voting record, any information of, like, if any votes had been deleted, who had access to it. So wanting me to get information from the company that does the voting and -- and to pull reports for it.

Q Do you know if he asked Holly to investigate -- and -- and what I'm -- I'm going to call it the 2021 club purchase --

A Uh-huh.

Q -- and there was a vote to purchase some club property. Does that refresh your recollection in terms of what Mr. Bradshaw was asking you to look into?

A Yeah. So he -- yes, he had spoken to Holly

about the club purchase and to investigate. He'd asked her to dig into stuff to find out what was going on in the past, if we had any documentation of anything. So that was where it came in to -- where he asked me to look with the voting records to see if there had been any issues or anything had been deleted or who had access or if it matched up with the voting records, that kind of thing.

Q Okay. Did -- did Mr. Bradshaw talk about that 2021 club purchase often?

A In the beginning of my employment there, yes. Quite -- quite a bit. That was already apparently ongoing before I started there.

Q And -- and how would he describe -- what were the things that he would say?

A It wasn't -- he didn't -- in front of me he never said anything like in a description. His concern was just trying to find out that things were done legit.

Q Okay. The platform provider for online voting for the Association, was it MyHOAst?

A Yes, that's correct.

Q Do you know who had login -- who had a login to MyHOAst?

A Both me and Holly had a login to MyHOAst.

Q Okay. And I'm going to -- I'll show you some

e-mails here. And I apologize, they're -- they're -- they're similar e-mail strings but they have, like, different replies. And so they're -- they're broken out into separate documents. But I'm going to share my screen here. And so this is Exhibit 30.

(Exhibit 30 was marked for identification.)

BY MS. MADDALENA:

Q And I'm going to start -- I'll start at the bottom because that kind of goes in the chronological order. Show this --

A Okay.

Q -- last page. Let me scroll up here. And so this is -- it looks to be an e-mail from you --

A Uh-huh.

Q -- to franciscoacosta@cincsystems.com --

A Uh-huh.

Q -- concerning MyHOAst reports. And so do you remember communicating directly with MyHOAst about --

A Yes.

Q -- 2021 information?

A Yes.

Q Okay. And when you originally went to look for information, can you recall what was there versus what you then searched for?

A So when I originally went in there, it showed

that stuff had been deleted. And so I wasn't able to pull up reports. So that was what the request was about, was trying to get a report done on the voting for that time because it was not allowing us access to get the information that was needed in MyHOAst.

Q Okay. And did -- did MyHOAst indicate to you that this was a technical issue with the platform or -- or what -- what the issue was with you being unable to get a report?

A Because it had been -- what they had said to me when I spoke with Francisco was that it was -- because it had been deleted, they had to go back in and they were able to pull the report going back in because it had been deleted.

Q Okay. And it says here -- so this is September 29th from Francisco to Heidi. "I got a reply from the technical team a few minutes ago. They said they're expecting to have this ready today night so tomorrow will be visible for you and me."

A Uh-huh.

Q So that -- is that consistent with your recall, that they had to go and --

A Yeah.

Q -- and at least pull -- make a report available?

A That's correct.

Q And when you say it was deleted to where you couldn't originally see it, did they indicate who -- who deleted it?

A They did. It was a login, and I can't remember who that person was. It may have been in the e-mail. I don't know. But it was whoever was -- had the login to MyHOAst during that 2021.

Q Okay.

A So whoever would've been -- either -- I don't know what their positions were back then. So it could've been the admin.

Q Okay.

A Or whoever.

Q And the login that you had, was that specifically created for you?

A No, that was actually Holly's login.

Q And -- okay, so -- so you had -- you were using Holly's login? So if you did activity under Holly's login, would it appear under Holly's name?

A It should. I -- I don't remember what it said to be honest.

Q Okay. And so earlier when you indicated that you and Holly had access, was that under a single login registered to Holly's name?

A Correct.

Q Okay. All right. So we're -- we're now to October 1 from Heidi to Francisco, a follow-up question you write, "I have another question about this vote. Attached you will see where it says units in community, units that can vote, yet the total votes total 389. Can you all confirm how many were able to actually vote at this time and how many votes were actually cast and counted? We are in a time crunch with this matter."

And so what do you recall about seeing some sort of, I guess, inconsistency or something that caused you to question the units in the community and units that can vote?

A Yeah, the -- the number of -- I do recall that the number that they said voted versus the number that were cast in MyHOAst did not match up.

Q Okay. And it looks like he responds the same day. "Right next to Vote 1 it says the total amount of e-ballots. Each e-ballot is a vote. So a total of 381 casted votes online."

A Uh-huh.

Q And then it looks like you respond back to him with a little more detail. "What I specifically need is the clarification of how many people could actually vote in the system. As it said on the attachment, only 361

units can vote, but there were 389 printed ballots or casted online votes. How are there more votes than amounts of units that can vote? I just need clarification so that I can have in writing that the information on this attachment is correct."

And so it sounded like -- is it correct that you were -- you were concerned that it said 361 units eligible to vote but somehow there were 389 ballots cast?

A Correct.

Q And then his response October 1. "The issue seems to be related to how voter records were previously managed. For example, if someone voted in 2021 and then moved out, the manager may have deleted that user but did not create a new account for the new owner. As a result, the address no longer has an active voter assigned, so HOAst reads it as cannot vote even though the address did participate in past elections. The vote record remains but the voter was removed without being replaced. Looks like this process happened repeatedly, which is why the system is now showing 371 addresses without eligible voters. In other words, voters were being deleted without new ones being added to replace them."

And, I guess, when you received this response, were you satisfied that that explained that discrepancy?

A I don't -- I don't recall. I don't recall if

that was a satisfying response or not. I don't remember. I thought we had more conversations after that but I'm -- I'm not for sure.

Q Okay. And we'll keep going up and I'm only backing up because there was a comment -- so earlier that day in the e-mail string you said, "We are in a time crunch with this matter."

A Uh-huh.

Q Do you recall why there was a time crunch?

A Because there was -- I think there was a request from the attorney or somebody. I just knew that I was put on a -- that I had to have it by a certain date. So I don't know -- I wasn't privy to all of the stuff that was asked for, what the time was -- time limit was for. So I'm -- I'm not for sure exactly what that is in reference to. I mean, I was told what time I needed to have it or a date that I needed to have it by. So that was why I would've responded that to him.

Q Okay. And it does -- it does look like you had responded there saying, "so the information on the attachment won't be accurate." You had -- start a follow-up question.

A Uh-huh.

Q He then responds, "The accurate number of votes is 389, which are all the electronic votes. This

was the total and final number after the deleted votes. The 361 I understand is misleading, but the 389 is the correct number." And then it looks like you forwarded that to Holly.

A Uh-huh.

Q So I'm going to pause here and stop sharing my screen. And I'll go to Exhibit 31.

(Exhibit 31 was marked for identification.)

BY MS. MADDALENA:

Q This is another e-mail string with MyHOAst and -- and I'm going to go to the... So it looks like this one began with a -- I'm going to scroll up here and just get to the front of this. Okay. So there's -- there's almost like a -- a support ticket, it looks like...

A Uh-huh.

Q By you saying, "We are trying to pull the General Proxy from the 11-29-2021 Purchase of the Club in our MyHOAst account and don't know how to pull it up. We would appreciate if we could set up a call to talk this through." So was --

A Uh-huh.

Q Kind of backing up, was this your initial inquiry in trying to access those documents online?

A Correct.

Q Okay. And it looks like from a timestamp, this is back on September 8th. And then moving up. So this is -- it appears this is where Francisco reaches out to introduce himself. So did you ultimately get on a -- a phone call with Francisco?

A Yes, we did speak maybe a couple of times on the phone.

Q Okay. And do you recall anything specific about what he was telling you other than what we've discussed so far?

A Just that at the very beginning he was just trying to get information of, like, what exactly I needed and trying to figure out how they would be able to pull up the information that had been deleted.

Q Okay. And then it looks like on September 10th of 2025 Francisco says, "This is a package with the results of the vote." And then it -- it looks like it's got some attachments here. So is that when you started to receive some -- some PDF information about that vote?

A Correct.

Q Okay. All right. I'm going to show us Exhibit 32.

(Exhibit 32 was marked for identification.)

BY MS. MADDALENA:

Q And like I said, some of this is repetitive.

That's the way I received it. So we looked at this. This is the support ticket. This is where he responds. And it looks like in this -- in this particular -- the top of this one you're coordinating with Holly to try to get on a call. Do you know if Holly participated in any of those calls?

A Not that I recall. It was usually me on the call. Let me -- let me read this so I know exactly what it references first.

Q Sure. Sure.

A I don't -- I don't believe that Holly was on the call. I believe that I took the call. But I can't -- I can't confirm that 100 percent.

Q Okay. What -- one of the questions that Holly asked says, "When I pulled a few different reports, they were changed. How could that happen?" Do you recall the response from MyHOAst to that?

A They -- so they -- yeah, because we -- so I was explaining to him sometimes when we pull it, it would show different information and that's where he kept saying if a person -- as he had described in the other e-mail -- if a person had been removed and then not replaced -- like, if it -- if someone had sold -- say someone had sold their unit and that person got removed from MyHOAst but they didn't put the new unit owner in,

that's why a certain number would change on who could vote or how many -- yeah, how many people could vote.

Q Okay. And I'm going to -- so I'm still sharing my screen here. What I'm going to do is -- there's -- there's a couple more e-mails but while we're on the subject I want to look at a report and see if this -- when we're talking about these reports if this is what --

A Uh-huh.

Q -- they're saying. So this is marked Exhibit 14.

(Exhibit 14 was marked for identification.)

A Okay.

BY MS. MADDALENA:

Q So this is a meeting vote report, purchase of the club. This is dated 7-29-2025, 11-29-2021, and it's a three-page document. That's too small to read. So that's Page 1. Page 2. And so we see here, you know, units in the community, units that can vote. And here it's 799, 768. And then the total ballots 367.

A Uh-huh.

Q But does this -- is this the format of the report when you're referencing the reports? Is this what -- something you saw?

A Yes.

Q Okay. And so for example here we have 367 ballots cast. So units in the community 799; units that can vote, 768. Total ballots cast -- Print e-ballots, 367.

A Uh-huh.

Q So I'm going to open -- this is Exhibit 15. Similar. This is actually one minute apart. 7-29-2025 purchase of the club. And I'm going to scroll down to... So here we have units in the community 799; units that can vote, 768; total e-ballots, 389.

A Uh-huh.

(Exhibit 15 was marked for identification.)

BY MS. MADDALENA:

Q And I guess -- you know, just toggling back and forth here, we've got 367 votes and then all of a sudden -- you know, within -- within a minute apart it's 389. Was that a discrepancy that you ever identified in looking at these reports?

A Yes, that was one of the discrepancies.

Q Okay. And so I guess he -- we talked about the units in the community and units that can vote as being registered owners. But did they ever talk about why the actual number of e-ballots would change?

A So there were -- I do know that there were two different -- that's where the issue was. There was one

that showed online that you could still pull the report from. And then there was one that was deleted. And when you would pull the re- -- try to pull the report, it wouldn't give you a full report and it was -- showed two different numbers of ballots and so -- these reports were pulled before I was there, so I don't know quite the information on these.

Q Okay.

A But I do know that that was what part of the question was because we could not pull -- it was not pulling correctly from the one that had been deleted, and that's where we needed their assistance, because we could not get the reports to pull. It would, like, only pull one sheet or something. It wouldn't pull all the reports that you could pull from it. So that's where we had contacted them because it was not pulling the report that we needed.

Q Okay. And then this is Exhibit 16. So this is yet another report.

(Exhibit 16 was marked for identification.)

A Uh-huh.

BY MS. MADDALENA:

Q This is September 10th of 2025. So it would appear in looking at -- so Exhibit 31 --

A Uh-huh.

Q -- talks about September 10, when they provide some of that stuff. So I'm going to go here. This is September 10, 9:05 a.m. This is Exhibit 16. And kind of scroll down. And so the difference here -- units in the community, 799; units that can vote, 361?

A Uh-huh.

Q Total -- total e-ballots 389. Does this look like the report that you would've seen at that time?

A Correct.

Q Okay. Now, it says over here "in favor of purchase and opposed to purchase, 575 and 42." Do you know what these numbers stand for? Are those votes?

A From what I understand, yes, that would be votes. I -- but, no, it couldn't be it. Yeah, that shows number of votes, I believe.

Q Okay. So -- so this references e-ballots specifically.

A Uh-huh.

Q But I -- sorry. I guess let me ask this a different way. Do you recall any conversations with MyHOAst about what these particular numbers meant next to in favor and opposed?

A I -- I don't remember. I would just be guessing. I can't -- I can't -- I can't recall what those were but I -- I do know at a certain point once

you've done the e-ballot you can put in the paper ballots. So I don't know if those are the added paper ballots to the e-ballots totals, but I'm not for sure. I couldn't quote that to you.

Q Okay. And then I'm going to pull up Exhibit 17. I'm going to guess but I don't want to guess. So this is the -- this is the same report, same vote as of May 20th of 2026. So less than a month ago the report. Now, you indicated you haven't worked there since January.

A Correct.

Q Have you seen this particular report before today?

A No.

Q Okay.

(Exhibit 17 was marked for identification.)

BY MS. MADDALENA:

Q And then in scrolling down we see total units in the community, 799; units that can vote, 768. So it's gone back up. So 361 here. It's now 768. And the total e-ballots is 476 versus 389 back here. And I guess -- I know you haven't seen this before, so I won't ask you anything specific about this. But I'm -- I'm just wondering after the September report and in correspondence with MyHOAst were you engaged in any

further follow-up or communications with MyHOAst about this particular vote?

A Not that I recall. They had sent us the report and that was the last of it for me. I don't recall being in contact with them again regarding this vote.

Q Okay. And then I'm going to show you Exhibit 18.

(Exhibit 18 was marked for identification.)

BY MS. MADDALENA:

Q So this document is titled Audit Trail. Meeting: Purchase of the club. You know, same date 11-29-2021. Now, this -- this whole document is 24 pages. I'm going to kind of slowly scroll through but also ask you...

A Okay.

Q Do you -- generally speaking, is this something you think you may have seen before?

A Yes.

Q Okay. And so the -- was the audit trail something that you had reviewed back at the time when you were doing this investigation?

A Yes.

Q Okay. And one thing I noted kind of off the bat is you were -- you indicated that you were attempting

to run and gather reports in 2025, but I don't see any sort of entry for that entire year on this report. And -- and my question is: When you looked at the audit report, were you able to see your own activity in just attempting to view and run reports?

A Yes.

Q Okay. So is it possible this is a different audit trial than the one that you saw at the time?

A Yes. It doesn't have any of the 2025 on there, yes.

Q Okay. And so I'm going to scroll through here. Do you recall seeing the name Sue Cook on the audit trail that you had reviewed at the time?

A I don't.

Q Okay. Do you recall if there was a name back from the year 2021 that was on entries?

A I do recall the name that was at the top. Felicia. That was the one that I couldn't remember. I remember that name being on there, but... Let me think. Let me think for a minute. But I do remember another name being on there. I can't -- I can't 100 percent say that it was the name Sue Cook. I do remember that it was somebody that worked there in 2021 but I apologize, I don't remember that that was the name. It could have been that name, but I don't -- I don't recall that.

Q Okay. Do you recognize the name Sue Cook at all?

A I don't recognize the name.

Q Do you know if Sue Ferry used to have a different name, Sue Cook?

A Now that you say that I do remember discussing somebody that had a different name. But I can't tell you that it was that specific name. I can't recall if it was the name Sue Cook or whoever. I do remember discussing though that there was somebody who was listed before and their name was different. Because I don't -- but I don't know if that is the name.

Q Okay. And I'm going to show you Exhibit -- so this is 24, and it's an e-mail chain. And I don't think you're on it. But my question is relating to Sue Cook.

A Okay.

(Exhibit 24 was marked for identification.)

BY MS. MADDALENA:

Q So -- so in trying to figure out who Sue Cook is I was able to find this e-mail with this signature blog and it says Sue Cook Director, Community Association Management GrandManors, RealManage Family of brands. Is this a similar signature blog to what Sue Ferry would have had in terms of like the title director, GrandManors?

A That I -- RealManage would've been a similar thing, and it was GrandManors before.

Q Okay.

A But I -- I'm not for sure.

Q Yeah. No, that's okay. Because I think we did see in these other e-mails your handle as @RealManage.com.

A Yeah, uh-huh.

Q Gotcha. When you were able to look at the audit report during the time frame that you were doing this investigation, do you remember it being, you know, several pages? This one is 24 and has quite a few line entries from 2021, and I just -- I'm wondering if the report you think you looked at was similar to that or very different.

A Yes, it was similar to that.

Q Okay. And then in looking at that, were you able to see -- and I'm going to keep scrolling here for you. Did you see line items where meeting vote -- meeting vote deleted?

A Yes.

Q Okay. I'm going to stop sharing real quick. When you were in MyHOAst utilizing MyHOAst, did you ever play with that function of -- of deleting a vote?

A Not deleting a vote, no. I don't -- I don't

believe -- unless there was something that Francisco or somebody was showing me, I -- I don't -- the only thing that I remember doing is having to go in and change out who voters were. Because they didn't have -- like, they would have multiple -- there were multiple voters in the system for the same unit. So I had to clear out different voters from it to make sure that it was the current owners that were in the system.

Q Okay. All right. So I'm going to go back to the -- the different e-mail trails we're looking at. This is Exhibit 33, and it begins with the -- this is the same IT ticket.

A Okay.

Q We have Francisco introducing himself, setting up a call. We looked at the results of the package being sent on September 10. Then there is a -- there's kind of a -- and what I'll say is a gap only because I just don't know what the conversation points were but we go from September 10 where he provides that package.

A Uh-huh.

Q To September 12. And it looks like he's saying to you, "As a follow up to your request, I asked our tech team in today's meeting to please prioritize this item on their list of fixes. He confirmed that the data does exist in the background and he is currently

working on a way to make it accessible."

And so by this point they had provided the full results via e-mail. Do you recall what you were looking for at this point in time?

A I think it was just the same thing of why the numbers were different, why it kept showing numbers different.

Q Okay. And then you respond, "We will look forward to seeing what you will be able to pull up for us." Okay. So September 22nd he's e-mailing you, "Our tech team has completed a fix and it's already deployed in the testing environment. However, the primary member of the testing team is currently out sick, so the fix has not yet been approved for release into production. I'll keep you updated as soon as testing is completed and the fix is clear to go live."

And so was it your understanding that, you know, the information you were looking for they were going to put it into the platform so that you could access it from your login?

A Correct.

Q And you -- you said thank you. Okay. September 30th. So then he says, "I can confirm that the audit trial from 2021's purchase of the club vote is already available in our platform. Thank you for your

patience."

So -- so was it the audit trial that they were assembling or attempting to assemble?

A It may -- that may have been part of it. So it was the -- the difference in the numbers that kept showing up on the vote. And then also the audit we -- because normally you can pull up an audit trail. So there must have been a request at some point for an audit trail to be done.

Q Okay. And -- and then we had kind of -- so this is some of the same, so I'm going to pick up here because we had looked at that. They were deploying the fix. This is what -- the e-mail we just looked at, that it's the -- the audit trail is available, September 30th. Okay. So then you e-mailed on the same day, "In the audit trail it shows that votes were deleted. Do we know when the voting was closed for this meeting?" And then he sends a -- he sends a screenshot about that. It's cut off. You can't really see it.

But I guess my question on that is you noted that votes were deleted. What -- why were you asking when the voting was closed?

A To see if the votes had been -- to see exactly when the votes had been deleted. If they were deleted before they were closed or if they were deleted after the

closing of the voting. Because that would alter what a report would show.

Q What do you mean by it would alter what the report would show?

A So then that could be where a difference in why one report might show that this many votes were available to vote and then why another number would show why they were available to vote. So I was just trying to get clarification to make sure that votes weren't deleted after a voting was closed or votes weren't -- or when exactly -- because the audit trail, that had been the first that I'd seen about votes being deleted.

Q Okay. And to your understanding would there ever be a time when deleting votes would be appropriate in an online election?

A So if they had -- the only time that I would think that it would be appropriate and I'm not 100 percent sure on this but would be if a vote was cast for someone who was not supposed to be voting at the time. Say -- like, there wasn't an owner of a unit or something. I -- I -- so I don't know. I don't know how to clarify that answer.

Q Yeah. And I guess a different way to maybe ask it is if I'm an owner and I cast a vote, to your understanding with MyHOAst as the administrator, if I

change my mind and I want to rescind that, that proxy vote, is it the administrator that handles that?

A I don't think you can -- I don't -- I don't recall ever having that incident happen so I really can't answer on that. I don't -- I never had somebody that asked to have a vote changed so I never had to access MyHOAst in that way. So I'm not for sure exactly how that would work.

Q Okay. Do you recall speaking with Mr. Bradshaw about any of the records that you looked at with MyHOAst?

A Yes. He was privy to all of the reports that were pulled. That was some of the stuff that he would come into the office about, would be wanting to know what we had found out with the reports from the vote for that time frame.

Q Did any other board members come into the office as much as Mr. Bradshaw?

A No.

Q After Mr. Bradshaw who was maybe the most active board member in the office?

A After him what?

Q So, like, if Mr. Bradshaw was in the office the most, kind of who was the second person that was in the office the most?

A From the board or from owners or?
Q From the board.
A Okay. Probably -- I would say that Mark Meade would have been, but it was not nearly like as often as Mr. Bradshaw.
Q Okay. Do you recall talking with Mark Meade about any of the MyHOAst results?
A No.
Q Did you ever get a sense that Mr. Bradshaw had a personal animosity towards Claire Pease?
A No, not -- I mean, like I said, he never discussed the personal side of it with it, just the fact of wanting information.
Q Were employees told not to eat at the restaurants and the retail spaces at Laketown Wharf?
A No, not to my knowledge.
Q Was there any discussion about official records being missing while you were there?
A Yes.
Q What -- what was the discussion surrounding that?
A Just that when there was a turnover from one management company to another that not all the files were given.
Q And when you say one management company to the

other, was that Emerald View to RealManage?

A I -- I know it was from Emerald View. If RealManage is who took over after they did, then that would've been who it was to.

Q And who would say that not all the files were turned over?

A Well, if I had a records request for something and they were looking for historical stuff and I wasn't able to find it, that was what explanation was given to me either by A.C. or Randy or whoever.

Q You remember specifically A.C. and Randy stating that? That that's the reason you couldn't find things?

A Yeah. I mean, I don't recall a specific time that they said it. I just know that that was the information that was given to me. So I can't tell you, oh, A.C. said it to me this or Randy said it to me this. I -- I wouldn't be able to recall that.

Q Okay. How did RealManage organize the records of the Association?

A They were supposed to be saved on their -- on their technology. So it was -- it was supposed to be scanned in and -- and saved in their system.

Q And then the records that were scanned and saved in their system, were those easy to navigate and

locate?

A No.

Q Was there a -- was there like a locked storage closet that had boxes of documents in it in the office?

A Yes.

Q Was that a space that you had entered into at any point in time while you were there?

A Yes. That was also where we had all of our supplies.

Q Okay. Was it kind of generally known that this closet existed and that it had boxes of documents in it?

A Yes.

Q Okay. Do you know if Mr. Bradshaw was aware of that room and that it had documents in it?

A That I don't know. I mean, he never asked me to access it. I never had discussions of that room with him.

Q Okay. Did you ever see him go in there?

A No.

Q But you indicated supplies were in there so would you or Holly or others frequent that space?

A Yes.

Q Were you asked -- while you were employed were you asked to search for e-mails to produce in this

litigation case?

A E-mails pertaining to what specifically? Because I don't recall -- you know, if I was ever asked to find something, you have to be specific.

Q Sure. So I'll pull up Exhibit 12. So this is a request -- excuse me, let me scroll down. Request for Production to Laketown Wharf Resort Community Association, Inc. This is the caption of our court case and this was filed on August 29th of 2025. And it has what we call a Request for Production, which essentially is a request for documents. And I'm kind of scrolling through here. And I'm going to ask have you seen this before?

A I have not seen that document before, no.

(Exhibit 12 was marked for identification.)

BY MS. MADDALENA:

Q Okay. And -- and that's fine, but, you know, one of the requests is any and all e-mails involving or between association employees, community manager employees, association board members and engineers from March 1, 2023 to current date. And -- and I guess my question is: Do you recall in, you know, September time frame or in those fall months being asked to compile e-mails to be given to the Association?

A If there was a request that the attorney

needed information, yes, then I would have supplied that for them, but I don't remember specifically what they were. I don't remember -- it probably would've just been -- I don't know, e-mails that would've been records requests or something like that. I don't -- I don't recall what the specific stuff was or if there was stuff that we had to scan in or any of that because I wasn't necessarily directly involved in that.

Q Okay. Kind of shifting gears here to the October 2025 election for the board of directors, who within the office was primarily responsible for kind of getting ready for that election and conducting that election?

A Well, for the MyHOAst part of it that was primarily me and then if Lyra had received any of the voting certificates, she would also be part of that.

Q Did Sue assist in that process?

A Not -- not in -- not that I'm aware of too much except for she was there for the meeting.

Q Was she actually there for the annual meeting when it was held on October 25th of 2025?

A Yes.

Q And you had mentioned that -- I think you had gone in, you were updating owner contact information and things like that in MyHOAst. What else did you do to get

that set up for that election?

A So set -- I set up the voting for it and uploaded the information for the candidates and -- when they had asked for the meetings to be closed, closed the meeting. And then -- I think that's about it. I can't remember if there was anything else involved.

Q Okay. In order to make sure that the list of owners was accurate, did the Association have an opt-in or opt- -- opt-out list for those that wanted to vote online versus paper?

A Yes.

Q And so was that what -- what you were relying on to get that set up in the system?

A Say that again.

Q Yeah. So just in trying to understand what -- what documents were you relying on when you were registering owners and getting that all prepared in the system, what were you looking at to do that?

A So to get prepared in the system they choose to opt in and out of the system. And what I was making sure was that we had a voting certificate for each unit. That was where -- because when I first -- like I said, when I first got into the system, there were multiple voters that they had available for each unit, and you're only allowed to have one vote per unit. So I had to go

in and verify the voting certificates. If I found a unit that didn't even have a voting certificate, I reached out to the owners to have them provide one. I would send them a form to fill out and provide it back to us so that we could have a current one. And then we also kept printed copies of those along with the deeds in the executive director's office.

Q Okay. With the -- with the inconsistent reports that have been generated by MyHOAst, was there any concern about using MyHOAst again for the October 2025 election?

A There was, but they had not chosen a different system, so we had to work with that system.

Q See if I can get it here. So I'm going to pull -- so this is Exhibit 29. This is a MyHOAst audit trail. This time it's the 2025 annual meeting and election.

A Uh-huh.

(Exhibit 29 was marked for identification.)

BY MS. MADDALENA:

Q And so in scrolling down here I see -- so under the name Holly Bailey -- and so would these have been you operating within the system under Holly's login?

A Hold on. If you can scroll back up so I can see what it is.

Q I'll start with the first page.
A Okay. You can scroll down.
Q And then this is -- it's only two pages. So this -- this is the last of it here.
A And when was the election? Okay. More than likely that was probably me in the -- in the system.
Q Okay. I'm going to exit out of that. Leading up to the actual election on October 25th, did you have complaints or owners raising issues about being able to vote online?
A Yes.
Q What were some of the problems that they were encountering?
A So some of it -- the problems that they were encountering was who they had -- majority of those were who they had originally assigned as the voter for the unit. And so that was the person that was assigned. So they were -- a lot of them were trying to log in. Say the husband had been assigned and the wife was trying to log in to vote, that was most of the issues. Or they had forgotten their login information, so -- they were having problems. A lot of times when they would click the change password, but they were not receiving an e-mail back to be able to actually change the password for -- for that. So sometimes we had to reset it for them.

Q And as these issues were happening, were these being reported to Sue?

A That I don't know.

Q Okay. Well, and I guess the question is, did you -- did you -- did you kind of give updates to Sue throughout that process?

A If -- if those updates were given -- I don't recall. I mean, Sue may have asked about a few things, but most of her conversations were not necessarily with me. They would've been with Holly or someone else. But I'm sure she was updated throughout the process of issues that were happening or if stuff was brought to her, but.

Q Did you share any of these issues with anyone from the board of directors?

A Yes. If they -- because they would get maybe an e-mail or a call from somebody, and I just let them know, hey, we're taking care of, you know, updating information, if people have had problems with logging in or anything like that.

Q And then the voting closed essentially at -- well, noon on 10-25. So that -- that was the date of the actual election. That was a Saturday. Were you working that day?

A Yeah, I had to work on that Saturday.

Q Were you continuing to get requests for

assistance leading up to the closing of the voting?

A No. I mean, not that day, no.

Q Were you at the annual meeting?

A Yes. Well, partly.

Q When -- and I guess when you say partly, what does that mean?

A So I was not present in the room the entire time for the meeting because they had -- had some issues. I can't remember what issues they were having, but I had to go up and get something, a laptop or something from upstairs and gather some of the information that they needed. I don't recall what all that was, but.

Q For the portions of the meeting at which you were present do you recall any owners vocalizing any problems with the online voting?

A I don't recall. I don't recall if they did. They may have discussed it saying that they were -- that they had issues with it. But anybody that had contacted us with any issues, we had responded back to them and taken care of their issues for them.

Q Was there at the conclusion of that meeting a discussion about holding a new election?

A There was discussion about -- yes. Not -- I don't know if it was about having continuing the election.

Q Okay. Do you know if a board of directors meeting was set to discuss that?

A I don't recall exactly how all that happened. I do believe that they had a meeting on it, but I don't -- I don't recall. There should be meeting minutes and all that on there.

Q Would Holly have been the primary one to deal with setting the board meetings and dealing with Mr. Bradshaw on that?

A Yes. But then there was also somebody from RealManage -- I can't remember what her name was -- that came in to assist. I don't recall her name, but RealManage had also sent somebody in to start assisting with that.

Q And was that -- I guess for clarification was this person assisting with the original election that had been set or the potential for either a continued or new election?

A I just know they came in and started helping with, like, agendas and all that kind of stuff, so.

Q Oh, okay. So you mean someone from RealManage came in generally to assist Holly?

A Correct. But she started taking over doing the agendas and setting all that up.

Q I'm going to show you Exhibit 25. And it's a

single e-mail from LTWharf@ciramail.com, December 1, 2025. This particular recipient was Claire Pease. The subject, Legal Proceedings Laketown Wharf Resort. And I'll give you a minute to read that. Just let me know when you're done.

A Okay.

(Exhibit 25 was marked for identification.)

BY MS. MADDALENA:

Q Do you recall this e-mail being sent out?

A Yes.

Q Do you know who authored this e-mail?

A I don't know who authored it.

Q This -- this address, ciramail.com, LTWharf@ciramail.com, who would have access to send e-mails from that?

A Everybody in the office who had access to Appfolio. Or not Appfolio. The RealManage website.

Q Okay. At this point in time, December 1, though, would that primarily have been like Holly, you, would Belinda have had access to it?

A Belin- -- Belinda wouldn't have sent the e-mail.

Q Okay. There was an attachment here, a letter 25-11-28, President to Owners, Re: Litigation.

A Okay.

Q Pull that particular letter up.

A It would've -- this -- so it would've either been me or Holly that would've been asked to send this out.

Q Okay. Do you have any particular recall of the circumstances under which this -- it was asked to go out? Like, who asked for it to go out?

A I don't remember. I don't remember if it was board or if it was a lawyer or who it was. I -- I do not recall who.

Q Okay. All right. So I'm going to stop screen sharing.

When you were working at Laketown Wharf, did you have any concerns about the way it was being operated?

A In reference to... Like, concerns of what?

Q Yeah. It could be anything. Were there concerns that you had just in terms of things that stick out in your memory? Either things you were uncomfortable with or took note of that you had concerns about?

A I just -- I didn't like -- I left because I didn't like the way that there was no support. So it just -- I didn't care for the way that the management company ran, so I wanted to find something that ran things better, so. But I didn't have -- I didn't feel

like there was a lot of support for employees and stuff, so that was -- that would be my only concern.

Q Okay. Do you have any knowledge about the circumstances under which Holly Bailey was terminated?

A I don't have a lot of the details. I do know that in reference to the incident that I had spoken about before with Mr. Bradshaw berating her in the office that day, had some to do with -- you know, because she was not receiving support or necessarily follow-up on that. So there -- I know that there was a lot of back and forth, but I wasn't privy to when they let her go, why they let her go, any of that. I mean, like, I just was told that she was let go.

Q Okay. So you were still there when Holly was let go?

A Yes. I believe so. Yeah, I was.

Q Okay. And then you ultimately left on your own to pursue other opportunities?

A Yes. I can't remember if -- I'm sorry, that time all runs together. I don't remember what date she was let go, so... She may have been let go after I left. I'm not for sure. I don't remember.

Q Okay. Is it -- is it correct that you recall hearing about it somehow, you know, whether you were still there --

A Uh-huh.
Q -- or after your departure?
A Yes.
Q Okay. Since leaving have you been contacted by anyone associated with Laketown Wharf?
A What do you mean contacted by? I'm friends with some of the people I worked with, but.
Q Okay. And so -- I mean, who -- who do you remain in -- in contact with since that time?
A I'm still friends with Holly. We see each other at CAM events all the time.
Q Okay. Do you guys ever talk about your time at Laketown Wharf together?
A No, not really.
Q Okay. Have you been contacted by any of the board members from Laketown Wharf?
A No.
Q Any attorneys for Laketown Wharf?
A No.
Q Anybody from RealManage?
A No.
MS. MADDALENA: All right. Well, give me -- let's see, we've been going for a little while here. Let's -- why don't we take a break, comfort break, we'll come back. I'm just going to look over my

notes, but hopefully I'm at the end here. So let's see, 2:56.

THE VIDEOGRAPHER: All right. We will go off video record at 2:56 p.m.

(Recess.)

THE VIDEOGRAPHER: We are back on video record at 3:10 p.m. Central time.

MS. MADDALENA: All right. Well, I've looked over my notes. I do not have any further questions for you. I really appreciate your time today. And, you know, I know this is -- was a new process, but I know we all appreciate you appearing today. So at this point I'm going to turn it over to the other attorneys who may have a question.

MR. MILLER: Hey, Ms. Jacobs. My name is Grayson Miller. I'm one of the attorneys that represent the Association as well as the individual board of director defendants. Good news, I probably only have five minutes of questions, very brief, but I did want to follow up on just one or two things very briefly.

EXAMINATION BY MR. MILLER:

Q Obviously there was lots of discussions about the vote related -- lots of discussion today related to the vote for the 2021 club purchase. And as I understand

it, you were asked to do some investigation, you did some investigation, there was lots of e-mails you went through. To come to my question, it is: Did you personally come to any conclusions about the validity or invalidity of the 2021 club purchase vote?

A No, I did not because I didn't feel like I ever got the appropriate reporting from the system.

Q And just to be clear, you were -- in your mind, as you sit here today, you're not comfortable saying it was valid or valid, it's still an open question in your mind?

A Correct.

Q Okay. I want to share my screen with you. So you looked at this earlier. This was some e-mails you had with tech support basically for MyHOAst. As I understand it and -- I want to read you this e-mail. You looked at it earlier, but I want to ask you about it some more. There's an e-mail from Francisco Acosta to you on October 1st. And then I want to read the first two paragraphs.

A Okay.

Q The -- "The issue seems to be related to how voter records were previously managed. For example, if someone voted in 2021 and then moved out, the manager may have deleted that user but did not create a new account

for the new owner. As a result, the address no longer has an active voter assigned so HOAst" -- that's capital HOA, lower case st, one word. I'm not sure what that's supposed to mean, but "reads it as cannot vote even though the address did participate in past elections. The vote record remains, but the voter was removed without being replaced." There's another paragraph, but unquote to that part.

I don't understand that. Now that may be my ignorance or my infamiliarity, but my question to you is: Do you understand that? And if so, can you explain to me what your interpretation of what Mr. Costa is -- Mr. Acosta is trying to say?

A Okay. So the H-O-A-s-t is HOAst. That's part of the MyHOAst address. And the -- so what he's saying is once a person -- say an owner has sold their unit, then they are removed from HOAst and they -- there was not a new owner put in. So he's saying if one was removed, one was not replaced, is what he's saying in that reference.

Q Okay. So let's just pick a random unit number. The number doesn't matter.

A Okay.

Q Let's say Unit 101. So Unit 101 is registered. He or she sells his or her unit, and a new

owner comes in. Is that new owner of Unit 101 able and allowed to vote electronically?

A If they have -- so once we receive their voting certificate and they have been input into the system and they opt in, then they are able to vote at that point. But if none of that has been done, then there is not a voter for that unit in the system.

Q And when you say not a voter in that system, would that be just electronically and they would be able to submit a paper ballot or they wouldn't be able to vote at all?

A They could vote -- they could vote via paper if they had their voting certificate in.

Q Okay. So no matter what you've got to have your voter certificate in to be able to vote in any manner, correct?

A No, that's not correct.

Q Okay. Explain why not.

A So that's where the question was with -- with the law of it. Like, you know, you're allowed to have one vote per unit and some people would say a married couple would be considered as one person, so one person from either one could vote so you wouldn't need a voting certificate. That's how some people may interpret the law on that. And then the other might be that, no, you

have to have a voting certificate because you have two people that are unit owners in it. That -- that would be the reference that I'm pertaining to. So that was part of the question on part of -- part of it because there weren't voting certificates for everybody in -- in the office.

Q Okay. So I haven't seen these voter certificates and that probably explains some of my ignorance here and some of the questions. But so if, for example, a husband and wife own a unit, am I understanding you correctly that part of the reason for the voting certificate is to identify who's actually going to vote for that unit because even if it's owned by husband and wife, the unit gets one singular vote; is that all correct?

A That is correct.

Q Okay. So let's say -- go back to my hypothetical. Let's say Unit 101 is just sold from an individual owner to an individual owner, they're single and they own it individually. Would they -- would the new owner need a voting certificate?

A I don't believe that they would need a voting certificate. I believe that they could just vote, but they would have to -- if they were going to do it electronically, they would have to opt in on the

electronic -- electronic voting.

Q Okay. And -- yeah. Okay. So same e-mail thread, still looking at Exhibit 30, but I scrolled up to the first page.

A Okay.

Q It says, "The accurate number of votes is 389, which are all the electronic votes. This was the total and final number after the deleted votes. The 361, I understand, is misleading, but the 389 is the correct number."

Are you able to explain -- did you understand that? And if so, are you able to explain it to me? Because that also doesn't make sense to me.

A Yeah. So that was the confusing part of it. So that's where I was needing him to clarify. That's why I said I couldn't give you if things were accurate or not because it's like their system is saying, well, if someone later on sells their unit and that person wasn't -- a new person wasn't put in, then that number would change from the 389 to 361. So at the time of the vote it would've been that there were 389 people that were opted in to vote. But then since then, you know, there have been units that have been sold and so new people weren't either put in and when that person was deleted out and so it would change the number to 361.

Q Okay.

A But to me that shouldn't -- but to me that was where the confusion was. Because that shouldn't change -- that should change in a report if it's a report for something for a specific vote.

Q So this explanation I just read, that Mr. Acosta provided, October 1st at 4:21 p.m., that doesn't make sense to you?

A It doesn't make sense that -- that a report should be able to change the voters at the time of the vote. The number should not change. To me.

Q Okay. And if you go up to the very first e-mail or the top e-mail, just reading the very last part, quote, 361 were eligible but 389 votes were cast. Do you have an understanding how more votes could be cast than people eligible or units eligible?

A No. I don't -- I don't understand how that could happen. But that's why they kept trying to explain that the number would change when people were deleted out of the system.

Q Okay. I'm going to stop sharing. So as you told me earlier, as it sits here today, that's still an open question in your mind about some of these discrepancies. What's the reason that you haven't been able to get to the bottom of it? For example, is it

because you no longer work there, you just needed more time, was it lack of information from MyHome {sic}, something else? That's the type of thing I'm looking for.

A Yeah, well, that was -- it was kind of like that was as far as MyHOAst could take it. And -- and because I no longer work there. I would've probably continued to get -- give information -- to give why that would change or I would want it in writing from them, exactly why things were showing different numbers.

Q Okay. So I want to move on. One or two other topics will be more brief than that. So there was some questions about official records missing. And you discussed that specifically in relation to Emerald View. I wanted to make sure it wasn't just that people had -- as I -- as I understood it, so I want to make sure that my understanding was correct. It wasn't just that some people such as A.C. Stinson and Mr. Bradshaw had told you that not all records were turned over by Emerald View, but you also had specific instances where you tried to go back and find records that you believe should've been kept by Emerald View and couldn't find them; is that correct?

A That is correct.

Q Okay. Last topic -- last question or two.

Right at the end of Ms. Maddalena's questioning she asked you if you had concerns about the operations at Laketown and the essence of your response, as I understood it, was there was not enough support. And what I wanted to make sure I understood was, as I interpreted that, you meant not enough support from your employer, which was RealManage, as opposed to not enough support from the Association.

A That was --

Q Was my understanding of that correct?

A Yes, that would be correct.

MR. MILLER: Okay. Those are all my questions, ma'am. Thank you.

MS. CURETON: And, hi, Heidi. Nothing further from me. I think Grayson just covered all the grounds that I would've discussed with you further. So -- so thank you very much. I'll pass you back over to Julia in case she has any additional questions for you.

MS. MADDALENA: I do. I promise I'll be quick.

FURTHER EXAMINATION BY MS. MADDALENA:

Q I was -- we had looked at an e-mail earlier and I had even commented I think a portion of it was cut off. And so I have located that e-mail without any

cutoffs, thankfully. And I'm going to label this Exhibit 41 and look at it together. So we had looked at this in a different format. So this is an e-mail. This is from HOAst support to Heidi. And remem- -- if you recall, we looked at this and we could see part of this image but we couldn't see the rest of it. And so it says, "Good afternoon, Heidi. This is the last time that someone closed the purchase of the club vote. See attached image." And then the attached image -- I see the name Sue Cook. And I remember you testifying you weren't sure if that name was -- was the name that was -- you know, existed on the audit report at the time you looked at it. Does that --

A Yeah.

Q Does this change your recall on that?

A Well, I mean, if it's -- yeah, if it's on the report, then that's the one that I saw. But that's why I say I couldn't remember if that was the name or not. But if that's what was on the report that he sent to me, then that's the name.

(Exhibit 41 was marked for identification.)

BY MS. MADDALENA:

Q Okay. And then in terms of when you saw the name Sue Cook, did you take -- undertake any investigation to try to determine who Sue Cook was?

A I do recall -- I -- just by asking people if they knew who Sue Cook was, but I didn't -- I didn't get any response from anybody. Just that she may have had a different name. That was all.

Q Okay. Do you remember who you talked to?

A I don't. Unfortunately I don't remember who. It may -- the only person I can think of that may have known that I talked to would've been Lyra just because she had been there the longest.

Q Okay. And Lyra -- I guess Lyra was the receptionist. How long had she been there at the time you were working there?

A Oh, she was -- I don't know. I don't know how long Lyra had been an employee with Laketown. I just know that -- that she was the one that had been there the longest.

Q Okay. And then one more. So this is -- I'll mark this as Exhibit 42. This is an e-mail that we had been -- but it is with MyHOAst and so I'll go down. This is where it begins. From Heidi to Francisco, September 25th of 2025. "Good afternoon, Francisco. I am on a rush with the reports that were requested. We have a deadline we need to meet and need these reports as soon as possible. Can you please let us know when we will be able to receive these? Thank you for your time on this

matter."

And we talked a little bit about, you know, deadlines being requested. Is there anything different that you can recall in terms of this specific deadline in -- on September 25th?

A No. I just -- you know, if -- if I was ever given a deadline that they needed something, then it was reported to me so I would just tell them, hey, I need this by a certain date or I need it -- or I have a deadline so they need to try to rush it to me. But I don't know what it would've been specifically for.

(Exhibit 42 was marked for identification.)

BY MS. MADDALENA:

Q And then it looks like you kind of follow up on that. "Good afternoon. I'm needing to see if we are able to see a list of the voters for the vote in 2021. The names that -- with the unit at that time frame. Is that part of what they are working on?"

And it looks like Francisco then responds, same day, September 25th. "Good afternoon, Heidi. So, the audit trail report that they are trying to bring back just shows when the meeting was open, when it was closed, who viewed the results, etc. The results page already shows all the votes. The audit trail just shows if any admins tampered with the meeting. For example, if

someone wanted to re-vote, i.e., change their vote, then their original vote would need to be deleted. Once it's deleted the voter can log in again and re-vote. If that takes place, the audit trail will show which admin user deleted the vote, when they did it, and which address it was. If it's only the votes, you can get that from the results page."

And did you ever talk any further with Francisco about the process for people re-voting, i.e., deleting, and then the voter can log in again?

A I -- if I did, I don't recall. I don't remember -- I don't remember any conversations about it, but that doesn't mean that if I e-mailed about something -- because I don't even remember this e-mail, to be honest.

MS. MADDALENA: All right. That was all I had. Thank you so much for your time.

THE WITNESS: Thank you.

MS. MADDALENA: Do you want to read or waive on the record?

MR. MILLER: Yeah, probably just on the record, I guess.

MS. MADDALENA: So, Ms. Jacobs, when you do a deposition, if somebody orders the transcript of that, which is basically the typed -- you know, the

typed version of what was said, you as the witness, you have the right to receive a copy of that before it's finalized and read it, and there's an errata sheet that goes with it, and if you see errors, like a spelling error, or, you know, that wasn't the word I used, I used this word, sometimes that happens, you know, can -- rarely, though, because we've got great court reporters, you're entitled to do that. And so what -- the process for that is you would give the court reporter your e-mail address, they'll send you a copy of that, and you'll have like a 30-day window to do that process, and send in any changes that you want to be made as captured as part of that transcript. If you don't want to do that, you can waive that. People waive it all the time. Some people like to read. It's really a personal preference. So I don't think, you know, anybody here would push you in one direction or the other. It's just kind of your decision to make, but we do need to let the court reporter know so that they can get your information if needed.

THE WITNESS: Okay. So I just need to tell you if I want to waive it or not?

MS. MADDALENA: Read or waive is kind of the -- the phrase, yeah.

THE WITNESS: I'll -- I'll waive it.

MS. MADDALENA: Okay. All right.

THE VIDEOGRAPHER: Okay. This concludes today's deposition of Heidi Jacobs. We are now going off the record at 3:29 p.m. Central time.

COURT REPORTER: Would you like to order or hold for now?

MS. MADDALENA: We'll order.

MS. CURETON: Same. We'll take a copy.

MR. MILLER: The usual for me. I will take the transcript and not the video. Thanks.

(Conclusion of the videotaped deposition.)

# Exhibit "D"



CERTIFICATE OF OATH

STATE OF FLORIDA )

COUNTY OF WALTON )

In my capacity as a Notary Public of the State of Florida, I certify that on the 10th day of June, 2026, HEIDI JACOBS, personally appeared before me and took an oath or affirmation.

WITNESS my hand and official seal this 26th day of June, 2026.



Racheal L. Callahan, FPR
Notary Public - State of Florida
Commission # HH 487945
Expires February 1, 2028

# Exhibit "D"



CERTIFICATE OF REPORTER

STATE OF FLORIDA )
COUNTY OF WALTON )

I, Racheal Callahan, Stenographic Court Reporter, certify that I was authorized to and did stenographically report the foregoing videotaped deposition of HEIDI JACOBS; that the witness did waive reading and signing; and that the foregoing pages are a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

Dated this, the 26th day of June, 2026.

Racheal Callahan

RACHEAL CALLAHAN, FPR
Stenographic Court Reporter
Notary Public-State of Florida

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# Exhibit "E"

**In The Matter Of:**

*Laketown Wharf Resort Community Association, Inc. v. LTW Lobby, LLC, et al*

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*Deposition of RObert Freedman*

*June 9, 2026*

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*Min-U-Script® with Word Index*

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IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.
a Florida not-for-profit corporation,

Plaintiff, Case No. 24000822CA

vs.

LTW LOBBY, LLC, a Florida limited
liability company and LTW COMMERCIAL 1, LLC,
a Florida limited liability company,

Defendants,

---

LTW LOBBY, LLC, a Florida limited
Liability company, LTW COMMERCIAL 1, LLC,
a Florida limited liability company,
LTW COMMERCIAL 2, LLC,
a Florida limited liability company and
CLARA Y. PEASE, Individually,

Counter-Plaintiff / Third-Party Plaintiffs,

vs.

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.,
RANDAL "RANDY" BRADSHAW,
MARK MEADE, MATTHEW ALVA GRUMBACH,
MICHAEL LYNN, PETER GADALETA,
KENNETH REDMON and
PHIL ZAFFOS, Individually,

Counter-Defendants / Third-Party Defendants.

_____/

VIDEO-RECORDED DEPOSITION OF ROBERT FREEDMAN

ON BEHALF OF: Attorney for Defendants/
Counter-Plaintiffs

DATE: June 9, 2026

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TIME: 1:02 p.m. to 1:49 p.m. CT
PLACE: All Parties Remote Via Zoom
REPORTED BY: Stephanie R. Zeitvogel, FPR-C
Stenographic Reporter
Notary Public
State of Florida at large

VIDEOGRAPHER: Carlos Andreu

APPEARANCES:

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Page 3

ALSO PRESENT:
CLARA Y. PEASE
MICHELLE MCGEE

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VIDEOGRAPHER: Good afternoon. We are now on the record. The time is now 1:02 p.m. Central Time. Today's date is June 9, 2026. This begins the video-recorded deposition of Robert Freedman being held remotely via web conferencing, taken in the matter of Laketown Wharf Resort Community Association versus LTW Lobby.

The videographer is myself, Carlos Andreu, and the court reporter is Stephanie Zeitvogel. We are both representing Precision Reporting and Video.

Counsel, will you please announce your name and whom you represent, after which the court reporter will swear in the witness. You may proceed.

MS. MADDALENA: Good afternoon. Julia Maddalena representing the defendants and third-party plaintiffs in this matter.

MR. MILLER: Grayson Miller. I represent the association as well as the individual board of directors.

MR. BURG: Brandon Burg. I represent the condominium association and the individual directors as well.

COURT REPORTER: Mr. Freedman, I'm going to place you under oath, so if you'll raise your right

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hand, please.
Do you swear or affirm that the testimony you are about to give will be the truth, the whole truth, and nothing but the truth?
THE WITNESS: I do.
COURT REPORTER: Thank you.
ROBERT FREEDMAN,
the witness herein, being first duly sworn, was examined and testified as follows:
DIRECT EXAMINATION
BY MS. MADDALENA:
Q Good morning, Mr. Freedman. My name is Julia Maddalena. I am an attorney in Bay County, Florida representing a few different parties in this legal proceeding. It's probably easier to -- to show you as I name them. There's several. But this is -- this is a lawsuit that was originally initiated by Laketown Wharf Resort Community Association, Inc. against two corporate entities: LTW Lobby, LLC and LTW Commercial One, LLC. There was a counterclaim filed and some third-party pleadings, and so some additional parties were added, including another corporate entity and an individual named Clara Pease. And so my clients are the defendants and the third-party plaintiffs in this matter.
And I -- as I understand it, you were kind

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enough to accept service of my subpoena to join us today, and I thank you for that. I will certainly try to be cognizant of your time. I know you -- I'm sure you have many things to get done.
I guess let me dive in by asking you to please tell us your full name and your profession.
A Full name is Robert Scott Freedman. I'm an attorney at Carlton Fields, PA. I am located in our Tampa office.
Q And how long have you been with Carlton Fields?
A I've been with Carlton Fields for over 35 years.
Q And to be candid with you, the reason I've subpoenaed you for deposition in this particular case is because your name appears on many of the recorded documents, kind of the historical records relevant to Laketown Wharf.
And so are you familiar with the community that I'm talking about when I say "Laketown Wharf"?
A Yes, I am.
Q Okay. And can you give me, I guess, a snapshot or a 30-second overview of what relationships or interactions you had with that community?
A I have had six different clients over my time

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involving Laketown Wharf.
I first started representing Corus Bank in 2011. They had a loan on portions of the property that they were going to foreclose and needed to know their options in deal -- terms of dealing with the property. I represented -- so I started representing Corus Bank.
I represented Corus Bank as debtor in possession during their bankruptcy. Represented the Corus Bank entity that emerged after conclusion of the bankruptcy.
I then represented a group of four different LLCs that bought the property -- the remaining properties that were owned by Corus from Corus.
I then represented -- I just drew a blank on his last name, Donovan -- just drew a blank. Donovan -- can't remember his last name -- who had been working with the four entities on a couple of the issues involving his ownership.
And then I also represented Emerald View Management, who purchased a lobby -- certain units, I should say, from Donovan. Donovan Smith, I think it is. I've drawn -- like I said, I drew a total blank.
So I -- I've been involved with this project since about 2011 in various forms.
Q Okay. And generally speaking, your practice

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area as an attorney, can you describe what you typically are involved in?
A I am by nature a condominium and resort development, subdivision, mixed-use development attorney. I'm board-certified in condominium and planned development law, and that is the type of work that I do. Probably 95 percent of my time is in that general field of development law.
Q Okay. And -- and what I'm going to do here is just try to walk us through those historical documents that I was talking about and ask you a few questions.
I'm going to start by pulling up the original declaration, and I'm going to screen share this. This is marked Exhibit 1.
(Exhibit Number 1 marked for identification.)
BY MS. MADDALENA:
Q And I'll start off by notating that I did not see your name, you know, associated with this recorded document, but this is the original Declaration of Condominium recorded 11/14/2007.
And -- and so as part of your work with this community, had you had occasion to see this document before?
A Yes, I did. And I did not draft the original declaration.

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Q Okay. And so where I believe you come in, but you tell me, there was a first amendment to that original declaration. And I'm going to share that. That is Exhibit 2.

(Exhibit Number 2 marked for identification.)

BY MS. MADDALENA:

Q This document was recorded 1/10/2011. It's titled "First Amendment to Declaration of Condominium for Laketown Wharf, a Condominium." And I see "Prepared By and Return to Robert Freedman."

So is this a document that you participated in drafting?

A Yes.

Q Okay. And can you tell me -- and I'll reshare this in a minute so we can look at it.

But before we get there, just kind of broadly speaking, what do you recall about the purpose of the first amendment?

A When the Corus Bank entity foreclosed on its mortgage and took back title in that Laketown Wharf Marketing, LLC, entity name, they had -- they explored the project. And as I recall, it had 765 residential units and a number of commercial and retail units. My recollection is that 66 of those units at the time that the Corus entity took back title were owned by

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third-party purchasers. So there was a grouping of owners who were already in existence at that point.

Corus wanted to understand how to deal with various aspects of the project given -- and -- and wanted to make sure everything was put in place in the right way -- as best as possible, I should add -- to be able to operate and be able to deal with its collateral. So that is the reason for the first amendment. We were not able to totally wholesale revise the declaration of condominium, which is what Corus Bank folks asked me to do at the start. And I said we could not do that because of the 66 third-party owners. We'd have to have their consent.

That was not going to happen, they said. So they said, "Can you figure out another way to get us rights with regard to particular areas and to clarify various -- various issues?" The -- the original declaration of condominium was not, shall we say, overly helpful in terms of defining what was being set forth in the project.

So that is what the first amendment was designed to do was to create various easement rights, various relationships, clarify a variety of issues in -- in broad strokes. I will admit I don't remember all of the details of that given that it's 15 years ago and I'm

Page 11

older and I forget things very easily, but I -- I do recall going through a great deal of detail to try to get to that first amendment.

Q And at the time in 2011, you know, the real estate market had crashed and as I -- as I understand it from your testimony, did Corus Bank actually go into bankruptcy after foreclosing?

A Yes, it did.

Q Was the project -- from a construction standpoint, what was the status of the project at that time?

A As I -- as I recall, the project was effectively constructed. There were still issues to be dealt with, primarily with regard to the nonresidential components, is my recollection. I believe -- and -- and I don't have anything to -- to put my hands on, but my recollection is that the conference area, which is over near the parking garage, as I recall, was not yet complete at the time, various of the retail units were not complete at the time, and so there was still work to be -- to be finished. The building itself, though, was effectively done. There were -- they -- I remember they did some work on the res -- on the amenities. A variety of things were done, is my recollection, but I don't remember all the details.

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But -- but the main portions -- the -- the primary aspects of the -- of the project were complete.

Q Okay. And so I'm going to take us back to the first amendment and share my screen again.

And so there's been a question that's come up specifically as it relates to the lobby space. And so --

A Uh-huh.

Q -- I'm going to take us to Page 34 of that document. And I will -- let me get to the right space. Okay. So I'm going to zoom in here -- let me see if I can't turn this for everybody. Okay.

A Uh-huh.

Q So I'm going to -- oops, I lost my page. Apologies. 34. Okay. And -- oh, my gosh. Every time I go to zoom in, it takes me out.

All right. Are you able to see that well enough in terms --

A Yes.

Q -- of detail? Okay.

And so Page 34 of that document, we're looking at Building 1 at the ground level. And you see -- okay. On the right-hand side, this area that I'm highlighting here, there is a notation that says "Lobby." And then there's a marker that says "CP." And then it also says

Page 13

"Retail 21." And hold that -- hold that in your head real quick because what I'm going to do is I'm going to take you back to the original declaration so you can compare the two.

A Okay.

Q So this is the first amendment, ground floor. I'm going to take us back to Exhibit 1. Okay. Got it.

Okay. So this is Exhibit 1. This is the original declaration, Page 63 of that document. So we are at Building 1, ground level, same space. And I'm going to zoom -- oh, gosh -- zoom in -- see if I can get us back to the right page here. Here we go.

And so this space over on the right again, so you can see that there is an entry that says "Lobby" and "CP" at -- there's kind of a -- what I'll call wavy line and then what appear to be some, you know -- some interior spaces and some office spaces.

And so in looking at these two documents, it would appear that in the original declaration, this was the approximate lobby. And then as of the first amendment, it now appears a little bit differently. It appears that there's a marker for Retail 21.

Do you have any recall about what was going on in the first amendment and why that entry of Retail 21 was added?

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A I -- I really do not. I -- my recollection is that there was some other drawing that had designated that area that you see right there as Retail 21 that was out there and that was always intended and contemplated as Retail 21. But I do not recall the -- what that document was or the differential and why it now shows on this one drawing per se.

Q Okay. And then what I'm going to do here is I'm going to open -- there was a second amendment to the declaration. And this came a few years later. So hopefully you can see that on your screen titled "Second Amendment to the Declaration of Condominium for Laketown Wharf," recorded 2/19/2014. And -- and I see your "Prepared by and to be returned to Robert Freedman" on here as well.

Is this a document that you assisted in drafting?

A Yes.

Q Okay. And so this was recorded later. And I'm going to take us to the drawings.

Okay. I think I'm on the right page here. Let's see if I can't get this turned. And so this one's a little tough to read, so I apologize. This is -- this is what was recorded at least. Building 1, ground level. And if you're able to make that out, I see

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"Lobby" and I see "CP." And this appears to be the same shape that we were looking at before, but I don't see Retail 21 listed here like it was in the first amendment.

Do you have any recall about that?

A I do not.

Q Okay. And I don't know how familiar you are or not with the actual lobby space, but -- well, I guess, let me back up and ask you.

Are you familiar with what the lobby actually looks like when you're on-site?

A I was at the site in probably 2012, 2011, 2012. So I remember being in the lobby, but admittedly do not have a great recollection of it.

Q Okay. Do you -- do you at least when you were there remember -- recall a wall blocking off or cutting the lobby into two parts?

A I do not recall one way or the other. I think there was a wall, but I don't know where it was located.

Q Okay. All right. So -- so we've looked at -- and, you know, and I -- this is kind of nice because you can line them all up. So we've got the original declaration here showing the lobby. We've got the first amendment here where Retail 21 appears. And then we've got the second amendment, which has this line but I

Page 16

don't see Retail 21 there.

A Uh-huh.

Q So -- so I'm going to back us up a little bit. The second amendment was recorded in 2014; so it's in between the -- you know, in between the first amendment and the second amendment, there was an easement. I'm -- we'll pull this up and share my screen. This is Exhibit 8.

(Exhibit Number 8 marked for identification.)

BY MS. MADDALENA:

Q This was an easement agreement recorded 10/4/2013. And, again, I see "Prepared by and to be returned to Robert Freedman." And I'll kind of zoom out a little bit here. This is about 92 pages.

And just kind of scrolling through here, do you recall drafting this document?

A Yes.

Q Okay. Broadly speaking, what do you recall being the intent behind that document?

A The intent was to create easements over the common property -- common elements, I should say, which is -- I think the document called it common property, but it's the same thing as common elements -- in favor of various parties for various reasons.

My recollection is that we had a whole host of

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issues that had been -- arisen, they had been addressed, and they were to be addressed through this easement agreement. And we had -- my client at least told me that they held the meeting that was referenced I believe on the first page of that easement agreement, at which members were entitled to attend. And the board found that it was appropriate to grant those easements.

Q Okay. And let me -- I will share it again, and we can kind of walk through this a little bit.

So it looks like the easement was originally between Laketown Wharf Resort Community Association, Inc., and then Laketown Wharf Marketing II, LLC.

And so in this situation, would you have been the attorney for Laketown Wharf Marketing II?

A Yes. I believe that is the entity that came out after the conclusion of the Corus bankruptcy that -- that Corus vested the title into that entity.

Q Okay. And so in that role, would that entity have essentially been the developer?

A Well, not necess- -- not really the developer because Laketown -- the original Laketown Wharf Marketing being the successors did not take title with developer rights per se. There was no assignment of rights. But they had the book of the ownership. This is, I think, when they still owned the 699 residential

Page 18

units and the other retail and commercial units. So they were in control of the project, but I don't believe they were ever a developer, per se, at least not from a -- having had an assignment of developer's rights.

Q Okay. And in one of the whereas clauses, it says: "Whereas, pursuant to Section 718.111(10), Florida Statutes, the Association is the entity authorized to grant easements over, across, and under and through the community property (which constitutes 'association property' as defined in Section 718.103(3), Florida statutes) and the common elements."

And I'll pause there and ask you, in your experience as a board-certified condominium attorney, are -- is the association vested with authority to grant easements?

A Yes, over the property that they have -- that they have the operational control over.

And I should add that this set of documents is a bit odd. Typical condominium has units and common elements. This prop -- this project, the way it was set up with the original documents, had community property, club property, common elements. Not necessarily designed in the best way for what it was worth, but the community property is -- was defined as being the providence of the condominium -- or community

Page 19

association. And so that is the reason for that language that you saw there.

Q Okay. And this whereas clause references an action of the board of directors taken at a meeting duly called and noticed in accordance with the association's bylaws and held on September 30, 2013, and based upon a vote of the association membership held at a special meeting of the members duly called and noticed in accordance with the association's bylaws and held on September 30, 2013, has determined that it is in the best interest of the association for itself and its members to grant these easements.

Is that the -- the meeting and the vote that you were talking about earlier?

A Correct.

Q Did you -- did you personally participate in those, or was that something relayed to you?

A I did not. I was not involved with that meeting.

Q Okay.

A Or -- or, should I add, I don't recall being involved with any community association membership or board meetings.

Q Okay. And in the beginning, I think you referenced you had represented about 11 different

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entities throughout time.

Had you ever been an attorney specifically for the association?

A No, I was not.

Q And so kind of moving through this, what I'm going to focus us on is Paragraph 3. "The Association hereby grants to LWM II, for itself and its successors and its assigns, certain easements, as follows." And I'll zoom out a little bit here because there's several. So it goes all the way from (a) through (s) --

A Uh-huh.

Q -- for this particular set. And so I won't force us all to go through every single one of these, but I did want to focus in and see what, if anything, you recalled about a few.

So Subsection 3(e) talks about a perpetual, exclusive easement over, across, under, and through that portion of the condominium property described on Exhibit 5 enabling LWM II to renovate, remodel, construct, develop, operate, and maintain the lobby area, including for any and all purposes necessary with the operation of a hotel within all or portions of the project.

And do you remember anything in particular as it relates to this easement?

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A Just that we -- there was -- this was the only way we had found to be able to get the right to use that lobby in the manner that it was intended for originally by my client, that, obviously, that's what my client desired, but this was the only way to do it since we could not create new -- new units or any -- or any other new ownership entity scenarios with regard to the lobby.
Q Okay. And then -- and then I note that, you know, a lot of these reference being nonexclusive. So, you know, (a), (b), (c), (d), (f), (g), (h), you know, just by way of example, all those on this page, essentially except for (e), are nonexclusive?
A Uh-huh.
Q And so can you explain what was the different -- what was the difference between deciding whether it was going to be exclusive or nonexclusive?
A The lobby area was intrinsic for my client at the time to be able to operate their -- their hotel, their rental operations. And the thought was they needed to control that area exclusively so that it could be utilized for that purpose. If it was a nonexclusive easement, others potentially had an argument that it could be used for other purposes, which would limit the ability for a true operation for rental purposes.
Q Okay. And I'm going to share this again, but

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I didn't want to make everybody dizzy by flipping pages. So I -- I'm on the same document, Exhibit 8, the 2013 easement agreement, but I've skipped down to Page 27 because the provision we looked at referenced an Exhibit 5 and -- and talked about the lobby.
And so in looking at this, do you recognize this, which is marked as Exhibit 5, as depicting the lobby area?
A Yes.
Q And I notated -- or I noticed that there appears to be some sort of line going through the lobby here on this 2013 easement references the POB.
What does POB mean?
A Point of beginning for the legal description or to be able to get to a description of that area.
Q So do you have any recall about this line potentially being a surveyor's marking?
A My recollection is it is a surveyor's line because of the two different sections that were involved. If you look over to the right to the circular area, you'll see a continuation of the line and a notation above the line. It says -- I believe that says Section 36, down a little bit lower. Yeah, right --
Q Yeah.
A -- right there, Section 36.

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And then below that, it says Section 1. So that's a section line. And my recollection is the surveyor required to include that line so you could differentiate between the two legal sections. When I say "legal," in terms of the legal layout as the way the section township and ranges were -- were created. That's the reason for that line, is my recollection.
Q Okay. So -- and I'm not as familiar with this, but I -- but I know enough to know to hear township, range, section.
So are those premarked areas on maps?
A Uh-huh, on -- on a county -- county legal map -- I don't even know what you would call it anymore because I don't even know how they exist -- but they have section maps to be able to differentiate how you come up with a legal description of a various portion of property. And they have to -- they are divided into grids, for lack of a better term. And this is where two of the grid sections met.
Q Okay. And I'm going to flip us back. So we have here, we're looking at the lobby image. I'm going to flip us back to the second amendment.
Since I don't see Retail 21 here on the second amendment --
A Uh-huh.

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Q -- but I still do see this line, is it -- is it possible, going off of what you understand or your history here, that that is a remnant of the section line?
A It may be, but I don't have a true recollection of it. But when I looked at that as compared to the easement document, it seems like it's the same line to me, but I -- I don't have a true recollection of it.
Q Okay. Is that -- would that -- typically, these drawings, these would have been done by a professional surveyor or civil --
A Correct.
Q Okay.
A Yeah, correct, a surveyor prepared these.
Q Okay. All right. I'm going to back us out of the screen share.
And so we looked at, you know, the original declaration that was 2007, the first amendment in 2011. We have the easement agreement that we just looked at that occurs in 2013, then the second amendment happens in 2014. And just trying to keep us through in a chronological order, the next item I have is from 2019 and it is another easement agreement. And I'm going to share my screen. This is Exhibit -- it's marked

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Exhibit F in red. That's because it was filed in the court file. You can see that stamp there.
A Yes.
Q For purposes of the deposition, I've labeled it -- this is Exhibit 9.
(Exhibit Number 9 marked for identification.)
BY MS. MADDALENA:
Q This was recorded 5/6 of 2019. And, again, I see the stamp at the top "Prepared by and to be returned to Robert Freedman."
A Uh-huh.
Q And I'll kind of go -- scroll through this one a little bit and ask if you have any recall of this easement agreement.
A Yes. My recollection, if this is the same easement, this is the one that dealt with the housekeeping closets and the -- what I believe were commonly referred to as the knuckle spaces, which were two-story areas within the portion of the residential component. That's my recollection.
Q Okay. And so kind of walk -- starting to walk through this a little bit, this is between Laketown Wharf Resort Community Association, Inc. --
A Uh-huh.
Q -- and Gulfview Holdings LLC and Darlington

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Street LLC.
A Right.
Q Was Gulfview Holdings and Darlington Street associated with the bulk buyer?
A Yes, yes.
Q Okay.
A These are two of the four entities that I had referenced earlier that had purchased in bulk from the Laketown Wharf Marketing II entry -- entity.
Q Okay. And I see they are abbreviated GH and DS. And the whereas clauses reference, you know, GH is the owner of multiple residential units. GH is considered a bulk buyer. DS is the owner of multiple retail and commercial units, which include Retail Units 1 through 23. And then it says DS is considered to be a bulk buyer.
Okay. So going through here -- now, I -- I noticed in one of the whereas clauses, it talks about that GH and DS have funded the costs and expenses of development and construction of certain improvements, most specifically multiple elevated walkways, even though no duty or obligation existed by GH/DS to be the sole payor of such improvements.
And I guess I'll stop there and ask, what was your understanding of the consideration given for this

Page 27

particular easement?
A Well, I -- can you scroll down? Because I don't -- I don't --
Q Yeah.
A -- recollect the -- I don't have a recollection of what particular considerations -- I don't remember what -- what it says in the "Now, therefore" clause.
Q Okay.
A But my recollection is the entities -- the -- the GH and DS entities determined that we had a significant -- that there was a significant access problem going from residential areas. You had to go all the way down to get to the parking garage and then go across and go back up. And so they decided to build some walkways directly from the residential areas directly to the garage. That's my recollection.
Q Okay. Okay. And so, I guess, there were continuing -- even at this time continuing financial investments into improvements to the project?
A Yes.
Q Okay. And then in looking -- I see reference to the similar Florida statutes section regarding easements.
A Uh-huh.

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Q And then it -- it also indicates in a whereas clause -- this is on Page 2, the bottom of Page 2: The Association, through action of its board of directors taken at a meeting held on March 22, 2019, has determined that it is in the best interest of the Association for itself and its members to grant certain easements as more particularly described.
And so moving through this -- okay.
Actually, getting to the easements itself, so I'll start with Paragraph 2, "Easement for Use of Closets."
A Uh-huh.
Q It says: "The Association hereby grants a perpetual exclusive easement to GH for such entities and for their respective successors and assigns for the use of those certain portions of the property identified and depicted as storage closets and like areas shown on Exhibit B." And it goes on to say, permitting GH to use the closets and like areas for housekeeping, storage, and other uses and services directly or indirectly pertaining to rental operations and ownership and management of units in the project by GH or its affiliates.
What do -- what do you recall, if anything, about that particular easement?

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A My recollection was that the GH entity did not have a legal ability prior to this easement to be -- to have the housekeeping carts kept up on individual floors. And as a result they had to store them on the ground floor and were having to go up and down all over the place. And these closets -- these areas had been created specifically for this contemplation for storage. And so the association -- they asked the association, and the association agreed, as referenced in that meeting, to grant an easement so they -- they wouldn't have to have housekeeping carts going up and down the elevators. And as I recall, there is -- there was no service elevator at the project. There were just the main bank of elevators. So it was creating more and more problems in terms of conflict with residential occupants going up and down the elevator.

So that was my recollection of the purpose of this easement.

Q Okay. And then Section 3, so the next section -- excuse me -- "Easement for Use of Patio Areas" --

A Uh-huh.

Q -- it begins: "To the extent that the Association may have an ownership interest in the following property, the Association hereby grants

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perpetual exclusive easement to DS for such entity and for its successors and assigns for the use of those certain portions of the property identified and depicted as patio areas on Exhibit C attached hereto to permit DS to use such patio -- utilize such patio areas for any and all commercial uses and purposes, including, but not necessarily limited to, those uses, services, and purposes in connection with or related to the operation of restaurant facilities contained within one or more of the commercial units owned by DS within the project."

And I'll stop there and ask, do you have any recollection of this particular easement?

A Yeah. There -- there was a -- I don't know if it's still there now. There was a seafood restaurant down on the first floor. And they wanted to have tables outside to be able to service -- provide a -- an area for people to be able to have dinner and food. That was the primary recollection I have of that. And so there was no legal existing easement. There wasn't like there was a limited common element area like you would have in a typical condominium. And so we -- the easement was created to allow for that to occur.

I think there were other areas that may have been used for a variety of things. I want to say in the back of my mind I remember an ice machine that had to be

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put in one of these exterior areas as well, but I don't -- I can't say that for certain. It was primarily the restaurant that this was dealing with.

And the first sentence -- the first part of the sentence says: "To the extent that the Association may have an ownership interest in the property." That is because of the confusion in the -- in the original documents between common property and community property and where the lines were and what that property was. That's the reason for the rather strange beginning to Subsection (a) there.

Q Okay. And to your knowledge, was -- was that confusion ever able to be truly clarified or was this kind of the best efforts to deal with that?

A I think this was the best efforts. I think they tried to figure it out and could not locate it, and this was the -- the best resolution.

Q And we'll go down. So at Number 4, "Easement for Use of Supply Closet. The Association hereby grants a perpetual exclusive easement to DS for such entity and for its successors and assigns for the use of those certain portions of the property identified and depicted as a supply closet on Exhibit D attached hereto and made a part hereof to permit DS to utilize such supply closet in connection with or related to the operation of one or

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more of the units owned by DS or its affiliates within the project."

What do you recall, if anything, about the supply closet easement?

A Admittedly, I don't remember much about the supply closets. I -- I want to say they were down on the first floor, but don't quote me on that. I have not gone back and looked at this Exhibit D. But I think they were areas that were designed originally, or contemplated probably, for support of the commercial units, but they weren't designated as a part of the commercial unit. That's my recollection, but I don't recall exactly where they were located or what they were exactly used for.

Q Okay. And then the last part of this that I'll ask you about, "Easement for Parking --

A Uh-huh.

Q -- Costs of Maintenance and Insurance of Subject Parking Areas. (A) says: "The Association, having through its board of directors previously promulgated a rule stating and providing that all surface parking lot areas within the Property are to be for the sole use of the owners, tenants, occupants, guests, invitees, and users of the Retail Units, now hereby codifies such rule and grants a perpetual,

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exclusive easement subject to relinquishment and termination as describes in Section 6(c) and 6(d) hereof to the present and future owners of the Retail Units for the benefit of such owners and such owners' tenants, occupants, guests, invitees, and users, over, across, and upon those surface parking lot spaces graphically depicted in Exhibit E," essentially for vehicular and pedestrian use.

And so I'll stop there and ask: Do you recall the -- the flat or surface parking lot areas, what were those?

A They -- they were the flat -- the -- the surface parking lot directly adjacent -- primarily directly adjacent to the retail unit areas. And what -- my recollection is that what was happening was that residential occupants were parking in that area and not enabling anybody who wanted to come to use the retail units to shop there, to dine there. There was no place for them to park. So the association originally passed a rule saying residential owners are not to be parking there, and then this was designed to actually create the easement for that purpose.

Q Okay. And I'm going to stop sharing. And I'll show you one -- one last document. This is marked Exhibit 4.

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(Exhibit Number 4 marked for identification.)

BY MS. MADDALENA:

Q And so the easement we were just looking at was 2019, so we're continuing to move forward in time. Now, this would be in 2021. This is a declaration of restrictive covenants recorded May 26th of 2021. And I see here, "Prepared by and to be returned to Robert Freedman." And I'll just scroll. This one isn't very long, only about three pages.

And I'll ask you, do you recall this document, and were you involved in drafting it?

A I was involved in drafting it. I recall preparing it. Admittedly, I do not recall the genesis behind it at the time.

Q Okay. It -- this document says that it's by Darlington Street LLC as an owner and that the owner currently owns Commercial Units 1 through 8, Commercial Units 10 and 11, and Retail Units 1 through 23 within Laketown, and that there were certain restrictive covenants being imposed, and Paragraph 2 containing -- containing those covenants, that the owner was placing restrictions on its own property.

And it says: "In connection with the operation of the hotel, resort and management services within and pertaining to Laketown Wharf, a Condominium,

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Retail Units 1 through 16, inclusive, Retail Units 18 through 23, inclusive, Commercial Units 1 through 8, inclusive, and Commercial Units 10 and 11, shall not be permitted to be utilized by any party other than the owner of Retail Unit 17, for: 1, laundry and/or housekeeping service, and/or, 2, sales and/or leasing operations, and/or 3, resort and like facilities, services, operations and uses."

And then it says: "Notwithstanding the foregoing to the contrary, the owner of Retail Unit 17 shall have the right, but shall have no obligation whatsoever, to waive any or all of the restrictions" -- and it kind of goes on to say what -- what those are.

And I'll stop there and ask, do you recall putting this together so that Retail 17 would essentially have the exclusive ability to do those uses 1, 2, and 3, at least as it relates to the units referenced herein?

A I -- I recall doing it, but admittedly I do not recall what led us to doing this.

Q Okay. And we looked earlier at Retail 21 trying to understand where Retail 21 is.

A Uh-huh.

Q And so I guess regardless of where 21 is located, whether it's halfway in the lobby or somewhere

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else --

A Uh-huh.

Q -- was it intended to be encumbered by these particular restrictions as of 2021?

A Yes.

Q Okay. And I'm going to stop sharing. And I just have a -- a few final questions --

A Uh-huh.

Q -- which are: To your knowledge, the documents that we've looked at, recorded covenants, easements, this 2021 restrictive covenants, to your knowledge, was there any action to challenge those by anyone prior to this lawsuit?

A I -- not that I recall.

I -- I -- and when you say "this lawsuit," I know there's been issues over the past several years involving this project and people making some claims here and there, but I -- I don't know of any. There were not during my period of representation prior to Emerald View Management representation that I had for a period of time, there had been no challenges.

Q Were you ever made aware of any sort of votes of the membership or the board of directors or anything like that, at least during your involvement with the project, to attempt to invalidate these documents?

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A None that I'm aware of.
MS. MADDALENA: Those are all the questions that I have. I thank you very much. I'm going to turn it over in case that has sparked any follow-up by Mr. Miller or Mr. Burg.
MR. MILLER: That was easy. Nothing for me. I suspect Brandon may have some, though.
CROSS-EXAMINATION
BY MR. BURG:
Q Mr. Freedman, I appreciate the time, and I'm going to reserve the right to call my own deposition.
My one question for you, who was representing the association entity during all this time?
A I -- I remember -- this is the problem when you get old. You don't remember names as well as you used to.
There was a law firm up there, a local firm. I don't remember its -- the person's name. I think I talked to the association counsel one time in all my years back then. I just don't remember the name. I apologize.
MR. BURG: No, I appreciate that. No, I -- I just got board-certified in condo law the other day, so I -- I respect what you had to do by going through and doing that, and I appreciate the time.

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THE WITNESS: I -- I saw -- I saw your name on the list. I -- I serve on the certification committee of the board.
MR. BURG: Oh.
THE WITNESS: So I -- I help write the exam. So congratulations.
MR. BURG: Yeah, it was well -- you did a -- a good job or a bad job. It's extremely challenging.
THE WITNESS: Well, congrats.
MR. BURG: Thank you, sir.
No, I'm good. I may be talking to you again, but I appreciate the time.
THE WITNESS: Okay.
MS. MADDALENA: All right.
THE WITNESS: Next time I'm not wearing a jacket, folks. Just telling you that now.
MR. BURG: Yeah.
MS. MADDALENA: Fair enough.
MR. BURG: In the -- in the Panhandle, we rarely wear coats and ties, so --
VIDEOGRAPHER: So no further questions?
MS. MADDALENA: No further questions from me.
VIDEOGRAPHER: All right. This concludes the video conferenced deposition of Robert Freedman. We're going off the video record on June 9, 2026,

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at 1:47 p.m. Central Time.
(Off the video record.)
MR. MILLER: Rob, do you want to read or waive?
THE WITNESS: I'll waive.
MS. MADDALENA: Yeah, sure, we'll take the transcript and the video, please.
COURT REPORTER: Julia -- and do you want the earlier depo, Holly Bailey, as well?
MS. MADDALENA: Yes, please. Regular is fine.
MR. MILLER: Yes, I'll take both depos from today, but just the transcript, not the video.
COURT REPORTER: And how about for you, Mr. Burg?
MR. BURG: No, I can get it from Grayson.
THE DEPOSITION WAS CONCLUDED
STIPULATION
It was stipulated by and between the respective parties and the deponent that the reading and signing of this deposition be waived.

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CERTIFICATE OF OATH

STATE OF FLORIDA )
COUNTY OF BAY )
In my capacity as a Notary Public of the State of Florida, I certify that on the 9th day of June, 2026, at 1:02 p.m., ROBERT FREEDMAN personally appeared before me and took an oath or affirmation for the purpose of giving testimony in the matter of LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC. a Florida not-for-profit corporation vs. LTW LOBBY, LLC, ET AL.
Produced Identification. Type of Identification Produced: Driver's license.
DATED this 23rd day of June, 2026.

STEPHANIE R. ZEITVOGEL, FPR-C
Notary Public - State of Florida
My Commission No. HH 697689
Expires: October 27, 2029

CERTIFICATE OF REPORTER

STATE OF FLORIDA )
COUNTY OF BAY )

I, Stephanie R. Zeitvogel, Stenographic Reporter, do hereby certify that I was authorized to and did stenographically report the deposition of ROBERT FREEDMAN; that a review of the transcript was not requested; and that the foregoing transcript, pages 1 through 41, is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 23rd day of June 2026, at Panama City, Bay County, Florida.



Stephanie R. Zeitvogel, FPR-C

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# Exhibit "F"

**Meetings**

# Meeting Vote Report

Meeting: **Purchase of the Club**
11/29/2021 1:00 PM
Laketown Wharf Event Center

**As of: 9/10/2025 9:05 AM**

**Vote 1 -** 1. PROPOSED PURCHASE BY ASSOCIATION OF "CLUB PROPERTY" AND FOUR RETAIL UNITS OF LAKETOWN WHARF AND PROPOSED MORTGAGE OF THE PROPERTIES TO SECURE A PURCHASE-MONEY LOAN.

The Association has negotiated a contract with Bee Street LLC, a Delaware limited liability company, and LTW Commercial LLC, a South Carolina limited liability company, (referred to herein collectively as the "Seller"), for sale by the Seller and purchase by the Association of the following Properties (referred to herein collectively as the "Properties"):

(a) Those lands known as the "Club Property" as described in the Club Membership Agreement attached as Exhibit "I" to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-1" to this proxy, for a purchase price of $15,000,000.00; and

(b) Retail Units R-20, R-21, R-22, and R-23 of Laketown Wharf, a Condominium according to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-2" to this proxy, for a purchase price of $3,000,000.00.

The Association has obtained a loan commitment from City National Bank to finance the purchase of the Properties.

Pursuant to provisions in the governing documents for Laketown Wharf, and applicable law, the Association's Board of Directors has the power and authority to make decisions regarding the purchase of real and personal property. However, section 4.E(2)(d) of the Declaration of Condominium provides that any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of the Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the unit owners. Upon purchase of the Properties, it is not anticipated that they will be incorporated as part of the Common Elements by amendment of the Declaration.

In consideration of the foregoing, the Board of Directors, has decided to approve the

# Exhibit "F"

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purchase of the Properties but only upon submission to a vote of the Association's membership for approval by not less than two-thirds (2/3) of the unit owners and in conjunction with a contemporaneous vote of approval by not less than two-thirds (2/3) of the unit owners of authority for the Association to pledge the Properties as security through a mortgage to the lender providing the purchase-money funding for the purchase of the Properties.

Do you vote to approve the purchase by the Association of the Properties for the purchase prices identified in the foregoing explanation and do you vote to approve mortgaging of the Properties by the Association to a lender as security for a purchase-money loan?

This has to be voted on by November 29th, 2021. If you have any questions please contact the office directly.

**Units in Community:** 799
**Meeting Quorum 1 (inc. e-votes):** 80.33%
**Units that can vote:** 361
**Meeting Quorum 2 (w/o e-votes):** 80.33%
**Total vote wt:** 361.0

**Vote 1**

| | |
|---|---|
| 575.0 | **IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** |
| 42.0 | **OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** |
| -2 | **blank** |
| Quorum: | **170.91%** |

Print e-Ballots (Total: 389)

Addresses E-Voters

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# Exhibit "F"

Reports › Ballots

# Meeting Vote Report

Meeting: **Purchase of the Club**

11/29/2021 1:00 pm
Laketown Wharf Event Center

As of: 05/20/2026 2:53 pm

**Vote 1 -** 1. PROPOSED PURCHASE BY ASSOCIATION OF "CLUB PROPERTY" AND FOUR RETAIL UNITS OF LAKETOWN WHARF AND PROPOSED MORTGAGE OF THE PROPERTIES TO SECURE A PURCHASE-MONEY LOAN.

The Association has negotiated a contract with Bee Street LLC, a Delaware limited liability company, and LTW Commercial LLC, a South Carolina limited liability company, (referred to herein collectively as the "Seller"), for sale by the Seller and purchase by the Association of the following Properties (referred to herein collectively as the "Properties"):

(a) Those lands known as the "Club Property" as described in the Club Membership Agreement attached as Exhibit "I" to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-1" to this proxy, for a purchase price of $15,000,000.00; and

(b) Retail Units R-20, R-21, R-22, and R-23 of Laketown Wharf, a Condominium according to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-2" to this proxy, for a purchase price of $3,000,000.00.

The Association has obtained a loan commitment from City National Bank to finance the purchase of the Properties.

Pursuant to provisions in the governing documents for Laketown Wharf, and applicable law, the Association's Board of Directors has the power and authority to make decisions regarding the purchase of real and personal property. However, section 4.E(2)(d) of the Declaration of Condominium provides that any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of the Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the unit owners. Upon purchase of the Properties, it is not anticipated that they will be incorporated as part of the Common Elements by amendment of the Declaration.

# Exhibit "F"

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In consideration of the foregoing, the Board of Directors, has decided to approve the purchase of the Properties but only upon submission to a vote of the Association's membership for approval by not less than two-thirds (2/3) of the unit owners and in conjunction with a contemporaneous vote of approval by not less than two-thirds (2/3) of the unit owners of authority for the Association to pledge the Properties as security through a mortgage to the lender providing the purchase-money funding for the purchase of the Properties.

Do you vote to approve the purchase by the Association of the Properties for the purchase prices identified in the foregoing explanation and do you vote to approve mortgaging of the Properties by the Association to a lender as security for a purchase-money loan?

This has to be voted on by November 29th, 2021. If you have any questions please contact the office directly.

**Units in Community:** 799
**Meeting Quorum 1 (inc. e-votes):** 74.3 %
**Units that can vote:** 768
**Meeting Quorum 2 (w/o e-votes):** 74.3 %
**Total vote wt:** 768.0

## Vote 1

| | |
|---|---|
| 543.0 | **IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** |
| 30.0 | **OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** |
| 0 | **blank** |
| Quorum: | **74.6 %** |

Print e-Ballots (Total: 476)

Addresses E-Voters

View related document

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# Exhibit "F"

Reports › Meetings

# Audit Trail

Meeting: **Purchase of the Club**

11/29/2021 1:00 pm
Laketown Wharf Event Center

| Action | Date & Time of Action | Name |
|---|---|---|
| Created Report | 05/20/2026 2:53 pm | Support, HOAst |
| Accessed Meeting Votes | 01/17/2024 1:20 pm | Landers, Felishia (Felishia) |
| Created Report | 01/17/2024 12:44 pm | Landers, Felishia (Felishia) |
| Accessed Attendance | 01/17/2024 12:44 pm | Landers, Felishia (Felishia) |
| Viewed Report - Meeting Votes | 01/17/2024 12:41 pm | Landers, Felishia (Felishia) |
| Accessed Meeting Votes | 01/27/2022 4:42 pm | Cook, Sue |
| Accessed Meeting Votes | 12/24/2021 9:32 am | Cook, Sue |
| Accessed Attendance | 12/24/2021 8:29 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/24/2021 8:28 am | Cook, Sue |
| Accessed Meeting Votes | 12/24/2021 8:28 am | Cook, Sue |
| Accessed Meeting Votes | 12/24/2021 8:19 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/23/2021 4:35 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/23/2021 4:35 pm | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/23/2021 4:31 pm | Cook, Sue |
| Accessed Meeting Votes | 12/23/2021 4:31 pm | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/23/2021 3:32 pm | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/23/2021 3:32 pm | Cook, Sue |
| Accessed Meeting Votes | 12/23/2021 3:31 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/23/2021 2:36 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 12/23/2021 2:36 pm | Cook, Sue |
| Accessed Meeting Votes | 12/20/2021 4:00 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1115 | 12/20/2021 1:27 pm | Cook, Sue |
| Accessed Meeting Votes | 12/20/2021 1:27 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/17/2021 9:36 am | Cook, Sue |
| Accessed Meeting Votes | 12/17/2021 9:24 am | Cook, Sue |
| Accessed Meeting Votes | 12/16/2021 11:21 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/16/2021 10:45 am | Cook, Sue |
| Accessed Meeting Votes | 12/16/2021 10:41 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/16/2021 9:34 am | Cook, Sue |
| Accessed Meeting Votes | 12/16/2021 9:34 am | Cook, Sue |
| Accessed Meeting Votes | 12/15/2021 11:05 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/14/2021 3:56 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/14/2021 2:10 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/14/2021 10:28 am | Cook, Sue |
| Accessed Meeting Votes | 12/14/2021 10:28 am | Cook, Sue |
| Closed Voting Time | 12/13/2021 2:59 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/13/2021 2:58 pm | Cook, Sue |
| Accessed Meeting Votes | 12/13/2021 2:58 pm | Cook, Sue |
| Accessed Meeting Votes | 12/13/2021 2:48 pm | Cook, Sue |
| Opened Voting Time | 12/13/2021 2:21 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/13/2021 1:37 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/13/2021 12:53 pm | Cook, Sue |
| Accessed Meeting Votes | 12/13/2021 12:00 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Closed Voting Time | 12/11/2021 11:58 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/11/2021 11:58 am | Cook, Sue |
| Accessed Meeting Votes | 12/10/2021 8:43 pm | Cook, Sue |
| Accessed Meeting Votes | 12/10/2021 12:25 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/10/2021 8:53 am | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/10/2021 8:48 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/10/2021 8:35 am | Cook, Sue |
| Accessed Meeting Votes | 12/10/2021 8:35 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 4:25 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 4:25 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 4:02 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 4:01 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 4:01 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 3:44 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 3:37 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 3:36 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 3:25 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 3:19 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 2:45 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 2:45 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 2:37 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 2:34 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 2:33 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 2:01 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 12/09/2021 1:49 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 1:41 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 1:23 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 1:11 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 1:07 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 1:07 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 1:05 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 1:05 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 12:59 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 12:54 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0716 | 12/09/2021 12:45 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 12:45 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 12:33 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 12:33 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0221 | 12/09/2021 12:32 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1801 | 12/09/2021 12:32 pm | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 12:30 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 11:10 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 10:05 am | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 10:05 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/09/2021 8:30 am | Cook, Sue |
| Accessed Meeting Votes | 12/09/2021 8:30 am | Cook, Sue |
| Accessed Meeting Votes | 12/08/2021 4:42 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - Excel | 12/08/2021 4:40 pm | Cook, Sue |
| Accessed Meeting Votes | 12/08/2021 4:29 pm | Cook, Sue |
| Opened Voting Time | 12/08/2021 4:24 pm | Cook, Sue |
| Accessed Meeting Votes | 12/08/2021 4:12 pm | Cook, Sue |
| Accessed Meeting Votes - Print | 12/08/2021 3:59 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 12/08/2021 3:59 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/08/2021 3:53 pm | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/08/2021 3:44 pm | Cook, Sue |
| Accessed Meeting Votes | 12/08/2021 3:44 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/08/2021 3:27 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 12/08/2021 3:27 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/07/2021 3:48 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 12/07/2021 3:48 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/03/2021 1:13 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 1:00 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 1:00 pm | Cook, Sue |
| Closed Voting Time | 12/03/2021 1:00 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:59 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 12/03/2021 12:59 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/03/2021 12:59 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 12/03/2021 12:59 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:44 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:40 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:37 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:37 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:33 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:33 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:31 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:30 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:30 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:28 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:28 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:26 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:26 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:25 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/03/2021 12:23 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:23 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:20 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:16 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:16 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:13 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:13 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:06 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:06 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 12/03/2021 12:05 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:02 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:02 pm | Cook, Sue |
| Vote deleted - Rescinded Vote | 12/03/2021 12:02 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:02 pm | Cook, Sue |
| Accessed Meeting Votes - Print | 12/03/2021 12:02 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:01 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:01 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 12:00 pm | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 12:00 pm | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit R-01 | 12/03/2021 11:59 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:56 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0103 | 12/03/2021 11:56 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:56 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 2027P | 12/03/2021 11:56 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:55 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0205 | 12/03/2021 11:55 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:53 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:53 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:53 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:52 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:47 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 12/03/2021 11:43 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:38 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:38 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:36 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0224 | 12/03/2021 11:36 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:35 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:34 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/03/2021 11:33 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:33 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:32 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:32 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:28 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:22 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 12/03/2021 11:22 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/03/2021 11:19 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:18 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:16 am | Cook, Sue |
| Accessed Meeting Votes - Print | 12/03/2021 11:14 am | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/03/2021 11:14 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:13 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:13 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:08 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 12/03/2021 11:08 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 11:02 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 11:02 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 10:57 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 10:56 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 10:52 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 10:52 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 10:49 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0607 | 12/03/2021 10:49 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 10:48 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0102 | 12/03/2021 10:41 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 10:41 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 10:41 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 10:31 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 10:23 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/03/2021 10:20 am | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/03/2021 10:14 am | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/03/2021 10:09 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 10:04 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 10:04 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 9:57 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 9:49 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 9:48 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 12/03/2021 9:48 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 0638 | 12/03/2021 9:48 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 0133 | 12/03/2021 9:47 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 9:47 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 12/03/2021 9:47 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 9:33 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 9:18 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 9:00 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 8:58 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 8:39 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - Excel | 12/03/2021 8:24 am | Cook, Sue |
| Accessed Meeting Votes - Print | 12/03/2021 8:24 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 8:21 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0224 | 12/03/2021 8:21 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 8:10 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1033 | 12/03/2021 8:10 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1629 | 12/03/2021 8:09 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 8:08 am | Cook, Sue |
| Accessed Meeting Votes | 12/03/2021 8:08 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 7:05 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/03/2021 7:01 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 12/02/2021 9:27 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1809 | 12/02/2021 9:27 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 9:26 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 8:26 pm | Cook, Sue |
| Accessed Meeting Votes | 12/02/2021 8:26 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 8:26 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 6:53 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 5:27 pm | Cook, Sue |
| Accessed Meeting Votes | 12/02/2021 5:27 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 5:26 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 4:24 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 3:41 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 2:40 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 12/02/2021 2:40 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/02/2021 2:39 pm | Cook, Sue |
| Accessed Meeting Votes | 12/02/2021 2:39 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 2:32 pm | Cook, Sue |
| Accessed Meeting Votes | 12/02/2021 2:32 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 2:31 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 12:22 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 11:28 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 10:27 am | Cook, Sue |
| Accessed Meeting Votes | 12/02/2021 10:27 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 12/02/2021 9:55 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 8:48 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 2113P | 12/02/2021 8:48 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/02/2021 8:47 am | Cook, Sue |
| Accessed Meeting Votes | 12/02/2021 8:28 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 5:16 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 5:16 pm | Cook, Sue |
| Accessed Attendance | 12/01/2021 5:16 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 4:09 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 3:54 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 3:42 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 3:42 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 3:28 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/01/2021 3:00 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 2:43 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 2:43 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 2:33 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/01/2021 2:28 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 2:28 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 2:17 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 12/01/2021 1:55 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0103 | 12/01/2021 1:55 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 12/01/2021 1:54 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1722 | 12/01/2021 1:54 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 1:54 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0103 | 12/01/2021 1:54 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 1:53 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 1:30 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 1:30 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 1:05 pm | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 1:05 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 12:15 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 12:09 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 11:30 am | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 11:30 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 0130 | 12/01/2021 11:12 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 11:03 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 10:37 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 10:37 am | Cook, Sue |
| Accessed Meeting Votes - Print | 12/01/2021 10:36 am | Cook, Sue |
| Accessed Meeting Votes - Excel | 12/01/2021 10:35 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0923 | 12/01/2021 10:31 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 0130 | 12/01/2021 10:30 am | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 10:30 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 12/01/2021 9:47 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 9:46 am | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 9:46 am | Cook, Sue |
| Accessed Meeting Votes - Print | 12/01/2021 9:46 am | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 9:46 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 9:45 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 8:36 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 12/01/2021 8:34 am | Cook, Sue |
| Accessed Meeting Votes | 12/01/2021 8:34 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 4:09 pm | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 4:09 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 3:08 pm | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 3:08 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 1:46 pm | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 1:46 pm | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 1:34 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/30/2021 12:53 pm | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 12:47 pm | Armstrong, Lynette (Lynette) |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 2124P | 11/30/2021 12:46 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 11:22 am | Cook, Sue |
| Accessed Meeting Votes - Print | 11/30/2021 11:08 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 11:08 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 10:24 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 11/30/2021 9:18 am | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 9:17 am | Cook, Sue |
| Accessed Meeting Votes - Print | 11/30/2021 9:07 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 9:07 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 2124P | 11/30/2021 9:05 am | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 9:02 am | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 8:56 am | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 8:56 am | Cook, Sue |
| Accessed Meeting Votes - Print | 11/30/2021 8:40 am | Cook, Sue |
| Accessed Meeting Votes - Excel | 11/30/2021 8:40 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/30/2021 8:39 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1428 | 11/30/2021 8:23 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1231 | 11/30/2021 8:20 am | Cook, Sue |
| Accessed Meeting Votes | 11/30/2021 8:20 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 7:31 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 7:31 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 4:29 pm | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1825 | 11/29/2021 3:53 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 3:53 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 3:40 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 3:06 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 3:06 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 11/29/2021 2:04 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 1:29 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 1:23 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 1:11 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 12:50 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 12:45 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 11/29/2021 12:45 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 12:45 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/29/2021 12:28 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 12:27 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 12:27 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 12:22 pm | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 12:22 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 11:48 am | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 11:48 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 11:43 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/29/2021 11:16 am | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 11:16 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 11:09 am | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 11:09 am | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 11:01 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/29/2021 10:52 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1727 | 11/29/2021 10:27 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 10:27 am | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 10:27 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 9:52 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1936 | 11/29/2021 8:50 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 8:44 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1203 | 11/29/2021 8:43 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1608 | 11/29/2021 8:43 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1723 | 11/29/2021 8:41 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1731 | 11/29/2021 8:39 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1026 | 11/29/2021 8:39 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 0933 | 11/29/2021 8:37 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 2124P | 11/29/2021 8:36 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1930 | 11/29/2021 8:34 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1720 | 11/29/2021 8:33 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0607 | 11/29/2021 8:31 am | Cook, Sue |
| Accessed Meeting Votes | 11/29/2021 8:31 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 8:22 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 11/29/2021 8:21 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/29/2021 8:21 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/28/2021 5:59 pm | Cook, Sue |
| Accessed Meeting Votes | 11/28/2021 5:59 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/28/2021 12:10 pm | Cook, Sue |
| Accessed Meeting Votes | 11/28/2021 12:10 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/27/2021 5:09 pm | Cook, Sue |
| Accessed Meeting Votes | 11/27/2021 5:09 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/27/2021 2:22 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/27/2021 9:11 am | Cook, Sue |
| Accessed Meeting Votes | 11/27/2021 9:11 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/27/2021 9:11 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/27/2021 7:45 am | Cook, Sue |
| Accessed Meeting Votes | 11/27/2021 7:45 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/26/2021 7:07 pm | Cook, Sue |
| Accessed Meeting Votes | 11/26/2021 7:07 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/26/2021 1:15 pm | Cook, Sue |
| Accessed Meeting Votes | 11/26/2021 1:14 pm | Cook, Sue |
| Accessed Meeting Votes | 11/26/2021 7:48 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/26/2021 7:35 am | Cook, Sue |
| Accessed Meeting Votes | 11/26/2021 7:35 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/25/2021 5:21 pm | Cook, Sue |
| Accessed Meeting Votes | 11/25/2021 5:20 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/25/2021 3:51 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes | 11/25/2021 3:51 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/25/2021 11:30 am | Cook, Sue |
| Accessed Meeting Votes | 11/25/2021 11:30 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 5:27 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 5:27 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 3:44 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 3:44 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 3:26 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 3:26 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 2:38 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 2:38 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 2:16 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 2:16 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 1:34 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 1:34 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 1:30 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 1:30 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 12:08 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 12:07 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 12:07 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 12:03 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 12:02 pm | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 12:02 pm | Cook, Sue |
| Accessed Attendance | 11/24/2021 12:01 pm | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1031 | 11/24/2021 10:10 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 10:03 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 8:57 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/24/2021 8:12 am | Cook, Sue |
| Accessed Meeting Votes | 11/24/2021 8:12 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 4:37 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 11/23/2021 4:33 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 11/23/2021 4:27 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/23/2021 3:38 pm | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 3:38 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 2:26 pm | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 2:26 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 2:01 pm | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 2:01 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 12:18 pm | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 12:18 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 11:55 am | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 11:55 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 11:16 am | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 11:16 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 11:05 am | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 11:04 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 11/23/2021 10:18 am | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 10:18 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 9:34 am | Cook, Sue |
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 0118 | 11/23/2021 8:43 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 0131 | 11/23/2021 8:43 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1030 | 11/23/2021 8:43 am | Cook, Sue |
| Meeting Vote Deleted - 9902 S. Thomas Drive Unit 1736 | 11/23/2021 8:43 am | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 8:43 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/23/2021 8:17 am | Cook, Sue |
| Accessed Meeting Votes | 11/23/2021 8:17 am | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 4:17 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/22/2021 3:45 pm | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 3:45 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/22/2021 2:32 pm | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 2:32 pm | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 1:35 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 11/22/2021 11:55 am | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/22/2021 11:04 am | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 11:04 am | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 8:24 am | Armstrong, Lynette (Lynette) |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1825 | 11/22/2021 8:15 am | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 8:14 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/22/2021 8:06 am | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 8:05 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/22/2021 8:04 am | Cook, Sue |
| Accessed Meeting Votes | 11/22/2021 8:04 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/21/2021 6:17 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 11/21/2021 6:17 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/20/2021 4:53 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 11/20/2021 4:53 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/19/2021 6:35 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes | 11/19/2021 6:35 pm | Armstrong, Lynette (Lynette) |
| Accessed Meeting Votes - View Report | 11/19/2021 2:11 pm | Cook, Sue |
| Accessed Meeting Votes | 11/19/2021 2:11 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/19/2021 1:05 pm | Cook, Sue |
| Accessed Meeting Votes | 11/19/2021 1:05 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/19/2021 12:36 pm | Cook, Sue |
| Accessed Meeting Votes | 11/19/2021 12:36 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/19/2021 12:05 pm | Cook, Sue |
| Accessed Meeting Votes | 11/19/2021 12:05 pm | Cook, Sue |
| Accessed Meeting Votes | 11/19/2021 8:36 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Meeting Vote Deleted - 9860 S. Thomas Drive Unit 1027 | 11/19/2021 8:34 am | Cook, Sue |
| Accessed Meeting Votes | 11/19/2021 8:33 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/19/2021 8:20 am | Cook, Sue |
| Accessed Meeting Votes | 11/19/2021 8:20 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 4:12 pm | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 4:12 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 2:54 pm | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 2:54 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 2:37 pm | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 2:37 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 1:52 pm | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 1:52 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 12:48 pm | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 12:48 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 12:37 pm | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 12:37 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 12:17 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 12:09 pm | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 12:09 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 11:40 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 11:39 am | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 11:39 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/18/2021 10:04 am | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 10:04 am | Cook, Sue |

# Exhibit "F"

| Action | Date & Time of Action | Name |
|---|---|---|
| Accessed Meeting Votes - View Report | 11/18/2021 8:18 am | Cook, Sue |
| Accessed Meeting Votes | 11/18/2021 8:18 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/17/2021 4:36 pm | Cook, Sue |
| Accessed Meeting Votes | 11/17/2021 4:36 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/17/2021 3:42 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/17/2021 3:15 pm | Cook, Sue |
| Accessed Meeting Votes | 11/17/2021 3:15 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/17/2021 2:45 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/17/2021 1:20 pm | Cook, Sue |
| Accessed Meeting Votes | 11/17/2021 1:20 pm | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/17/2021 11:43 am | Cook, Sue |
| Accessed Meeting Votes | 11/17/2021 11:43 am | Cook, Sue |
| Accessed Meeting Votes - Excel | 11/17/2021 11:23 am | Cook, Sue |
| Accessed Meeting Votes | 11/17/2021 11:23 am | Cook, Sue |
| Accessed Meeting Votes - View Report | 11/17/2021 11:21 am | Cook, Sue |
| Accessed Meeting Votes | 11/17/2021 11:21 am | Cook, Sue |
| Accessed Meeting Votes | 11/17/2021 11:08 am | Cook, Sue |
| Opened Voting Time | 11/17/2021 9:42 am | Cook, Sue |

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# Exhibit "F"

Meetings

# Meeting Vote Report

## Meeting: **Purchase of the Club**

11/29/2021 1:00 PM
Laketown Wharf Event Center

**As of: 7/29/2025 2:37 PM**

**Vote 1 -** 1. PROPOSED PURCHASE BY ASSOCIATION OF "CLUB PROPERTY" AND FOUR RETAIL UNITS OF LAKETOWN WHARF AND PROPOSED MORTGAGE OF THE PROPERTIES TO SECURE A PURCHASE-MONEY LOAN.

The Association has negotiated a contract with Bee Street LLC, a Delaware limited liability company, and LTW Commercial LLC, a South Carolina limited liability company, (referred to herein collectively as the "Seller"), for sale by the Seller and purchase by the Association of the following Properties (referred to herein collectively as the "Properties"):

(a) Those lands known as the "Club Property" as described in the Club Membership Agreement attached as Exhibit "I" to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-1" to this proxy, for a purchase price of $15,000,000.00; and

(b) Retail Units R-20, R-21, R-22, and R-23 of Laketown Wharf, a Condominium according to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-2" to this proxy, for a purchase price of $3,000,000.00.

The Association has obtained a loan commitment from City National Bank to finance the purchase of the Properties.

Pursuant to provisions in the governing documents for Laketown Wharf, and applicable law, the Association's Board of Directors has the power and authority to make decisions

# Exhibit "F"

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regarding the purchase of real and personal property. However, section 4.E(2)(d) of the Declaration of Condominium provides that any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of the Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the unit owners. Upon purchase of the Properties, it is not anticipated that they will be incorporated as part of the Common Elements by amendment of the Declaration.

In consideration of the foregoing, the Board of Directors, has decided to approve the purchase of the Properties but only upon submission to a vote of the Association's membership for approval by not less than two-thirds (2/3) of the unit owners and in conjunction with a contemporaneous vote of approval by not less than two-thirds (2/3) of the unit owners of authority for the Association to pledge the Properties as security through a mortgage to the lender providing the purchase-money funding for the purchase of the Properties.

Do you vote to approve the purchase by the Association of the Properties for the purchase prices identified in the foregoing explanation and do you vote to approve mortgaging of the Properties by the Association to a lender as security for a purchase-money loan?

This has to be voted on by November 29th, 2021. If you have any questions please contact the office directly.

**Units in Community:** 799
**Meeting Quorum 1 (inc. e-votes):** 73.05%
**Units that can vote:** 768
**Meeting Quorum 2 (w/o e-votes):** 73.05%
**Total vote wt:** 768.0

**Vote 1**

| | | |
|---|---|---|
| 543.0 | **IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF** | Print e-Ballots (Total: 367) |

# Exhibit "F"

| | |
|---|---|
| **PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** | |
| 30.0 | **OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** |
| -2 | **blank** |
| Quorum: | **71.35%** |

Addresses E-Voters

View Related Document

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# Exhibit "F"

**Meetings**

# Meeting Vote Report

Meeting: **Purchase of the Club**
11/29/2021 1:00 PM
Laketown Wharf Event Center

**As of: 7/29/2025 2:36 PM**

**Vote 1 -** 1. PROPOSED PURCHASE BY ASSOCIATION OF "CLUB PROPERTY" AND FOUR RETAIL UNITS OF LAKETOWN WHARF AND PROPOSED MORTGAGE OF THE PROPERTIES TO SECURE A PURCHASE-MONEY LOAN.

The Association has negotiated a contract with Bee Street LLC, a Delaware limited liability company, and LTW Commercial LLC, a South Carolina limited liability company, (referred to herein collectively as the "Seller"), for sale by the Seller and purchase by the Association of the following Properties (referred to herein collectively as the "Properties"):

(a) Those lands known as the "Club Property" as described in the Club Membership Agreement attached as Exhibit "I" to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-1" to this proxy, for a purchase price of $15,000,000.00; and

(b) Retail Units R-20, R-21, R-22, and R-23 of Laketown Wharf, a Condominium according to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-2" to this proxy, for a purchase price of $3,000,000.00.

The Association has obtained a loan commitment from City National Bank to finance the purchase of the Properties.

Pursuant to provisions in the governing documents for Laketown Wharf, and applicable law, the Association's Board of Directors has the power and authority to make decisions regarding the purchase of real and personal property. However, section 4.E(2)(d) of the Declaration of Condominium provides that any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of the Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the unit owners. Upon purchase of the Properties, it is not anticipated that they will be incorporated as part of the Common Elements by amendment of the Declaration.

In consideration of the foregoing, the Board of Directors, has decided to approve the

# Exhibit "F"

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purchase of the Properties but only upon submission to a vote of the Association's membership for approval by not less than two-thirds (2/3) of the unit owners and in conjunction with a contemporaneous vote of approval by not less than two-thirds (2/3) of the unit owners of authority for the Association to pledge the Properties as security through a mortgage to the lender providing the purchase-money funding for the purchase of the Properties.

Do you vote to approve the purchase by the Association of the Properties for the purchase prices identified in the foregoing explanation and do you vote to approve mortgaging of the Properties by the Association to a lender as security for a purchase-money loan?

This has to be voted on by November 29th, 2021. If you have any questions please contact the office directly.

**Units in Community:** 799
**Meeting Quorum 1 (inc. e-votes):** 73.05%
**Units that can vote:** 768
**Meeting Quorum 2 (w/o e-votes):** 73.05%
**Total vote wt:** 768.0

**Vote 1**

| | |
|---|---|
| 575.0 | **IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** |
| 42.0 | **OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN** |
| -2 | **blank** |
| Quorum: | **80.34%** |

Print e-Ballots (Total: 389)

Addresses E-Voters

View Related Document

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# Exhibit "G"

**IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT**
**IN AND FOR BAY COUNTY, FLORIDA**

| | | |
|---|---|---|
| **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.,** | ) | |
| **Plaintiff,** | ) | |
| **v.** | ) | **Case No: 25001311CA** |
| **CHARLES DONOVAN SMITH; CLARA Y. PEASE; JOHN P. MILLER, JR.; EMERALD VIEW ASSOCIATION MANAGEMENT, LLC; ZACKARY LEE SHEWMAKER; and TERRI LYNN LESTER,** | ) | |
| **Defendants.** | ) | |

**PLAINTIFF'S RESPONSES TO PEASE'S INTERROGATORIES**

Plaintiff Laketown Wharf Resort Community Association, Inc. ("Association") responds to Defendant Clara Y. Pease's ("Pease") Interrogatories as follows

**OBJECTIONS TO DEFINITIONS**

2. Plaintiff objects to the definition of "Ballot" to the extent the term "Election" is vague and undefined. Plaintiff further objects to this definition to the extent it expands the term "Ballot" to include documents or records that are not ballots, votes, proxies, or records reflecting an actual or purported vote.

3. Plaintiff objects to the definition of "Identify" to the extent it requires Bates-number identification beyond what is required by the Florida Rules of Civil Procedure.

5. Plaintiff objects to the definition of "possession, custody, or control" to the extent it expands Plaintiff's obligations beyond the requirements of the Florida Rules of Civil Procedure or requires Plaintiff to obtain documents, information, or materials from third parties that are not within Plaintiff's possession, custody, or control.

# Exhibit "G"

## OBJECTIONS TO INSTRUCTIONS

2. Plaintiff objects to this instruction to the extent it requires Plaintiff to provide narrative explanations, legal analysis, attorney work product, or information beyond what is required by the Florida Rules of Civil Procedure.

## INTERROGATORIES

1. State whether Plaintiff presently has in its possession, custody, or control any ballots from the vote. State the number of ballots and identify the person who presently has them.

**ANSWER: Plaintiff objects to this Interrogatory to the extent it relies on a definition of "possession, custody, or control" that exceeds the requirements of the Florida Rules of Civil Procedure, including by purporting to require Plaintiff to identify or obtain materials based on a "practical ability" standard beyond Plaintiff's possession, custody, or legal control. Plaintiff further objects to the extent the Interrogatory asks Plaintiff to perform a separate count, audit, or reconciliation of ballot and vote records already produced, where the answer may be derived or ascertained from records already produced and the burden of deriving or ascertaining that information is substantially the same for Defendants as for Plaintiff.**

**Subject to and without waiving these objections, Plaintiff states that it has already produced ballots and vote-related records from the Vote, including individual electronic ballot records at Association000956–Association001689, vote reports at Association000038–Association000040 and Association000954–Association000955, vote-count records at Association000041–Association000055, and electronic-voter records at Association000132–Association000162. Plaintiff is not presently aware of any additional Ballots from the Vote in its current possession, custody, or control beyond those already produced. Plaintiff's counsel has custody of the production copies of those records. Plaintiff will supplement this response in accordance with the Florida Rules of Civil Procedure if additional responsive information is learned through discovery.**

2. Identify each specific ballot or vote Plaintiff contends was fabricated, fraudulent, recorded even though not actually cast, added after voting closed, or counted from a different meeting. For each, identify the owner/unit, the date of the ballot or vote, the document Plaintiff relies on, and the person with knowledge of the issue.

**ANSWER: Plaintiff objects to this Interrogatory as premature to the extent it seeks a complete final identification of every fabricated, fraudulent, invalid, late, or improperly counted ballot before the completion of document discovery, third-party discovery, and depositions of the persons who administered, counted, certified, or reported the vote. Plaintiff further objects to the extent the**

**Interrogatory assumes that Plaintiff can identify every such ballot from the Association's records alone, when Plaintiff contends that some vote records are missing, inconsistent, altered, unreconciled, or were maintained and controlled by Defendants or their agents. Plaintiff also objects to the extent the Interrogatory seeks attorney work product, counsel's mental impressions, or a premature expert/forensic vote reconciliation.**

**Plaintiff's present contentions are based on, among other things, inconsistencies between reported vote totals and underlying vote records, records reflecting electronic votes entered after the noticed voting deadline, vote reports, vote-count records, electronic-voter records, meeting records, and related documents produced to date. Plaintiff is not presently aware of any additional nonprivileged responsive documents in its current possession, custody, or control. Plaintiff will supplement this response in accordance with the Florida Rules of Civil Procedure if additional responsive information is learned through discovery.**

3. Identify each person Plaintiff contends will testify that any ballot or vote identified in response to Interrogatory No. 2 was fabricated, fraudulent, recorded even though not actually cast, added after voting closed, or counted from a different meeting, and briefly state the substance of that testimony.

**ANSWER: Plaintiff objects to this Interrogatory as premature to the extent it seeks a final identification of trial witnesses and the substance of their trial testimony before the completion of document discovery, third-party discovery, party depositions, witness disclosures, and any applicable expert disclosures. Plaintiff further objects to the extent the Interrogatory seeks attorney work product, counsel's mental impressions, counsel's predictions regarding what witnesses "will testify" to, or a premature expert or forensic vote-reconciliation opinion.**

**Notwithstanding these objections, and based on information presently available, Plaintiff has not yet determined each person who will testify that any specific ballot or vote identified in response to Interrogatory No. 2 was fabricated, fraudulent, recorded even though not actually cast, added after voting closed, or counted from a different meeting. Plaintiff's contentions are presently based on the vote records, ballot records, meeting records, and related documents produced to date.**

**Plaintiff presently believes that persons with knowledge of these issues may include John Miller, Clara Pease, Zackary Shewmaker, Terri Lester, representatives of Emerald View Association Management, LLC, and any persons involved in administering, maintaining, counting, certifying, reporting, altering, or communicating the vote records at issue. Plaintiff will supplement this response in accordance with the Florida Rules of Civil Procedure if additional responsive information is learned through discovery.**

**[Remainder of page intentionally left blank]**

# Exhibit "G"

## VERIFICATION

_____
Laketown Wharf Resort Community Association, Inc.

By: Randal Bradshaw

Its: President

**STATE OF FLORIDA )**
**)**
**COUNTY OF BAY )**

Before me, the undersigned, a Notary Public in and for said county in said state, personally appeared Randal Bradshaw, who, being first duly sworn, makes oath that Randal Bradshaw has read the foregoing and that the statements are true to his own knowledge.

Subscribed and sworn to before me on this _____ day of _____, 2026.

_____
Notary Public

SEAL

My Commission Expires: _____

# Exhibit "G"

Respectfully submitted on this the 1st day of June, 2026.


Wallace, Jordan, Ratliff & Brandt, LLC

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# Exhibit "G"

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 1, 2026, the foregoing document was electronically mailed to all counsel at the addresses listed on the Florida Courts' E-Filing Portal as noted below:

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/ s / Sean C. Pierce
Of Counsel

# Exhibit "G"

**IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT**
**IN AND FOR BAY COUNTY, FLORIDA**

| | | |
|---|---|---|
| **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.,** | ) | |
| **Plaintiff,** | ) | |
| **v.** | ) | **Case No: 25001311CA** |
| **CHARLES DONOVAN SMITH; CLARA Y. PEASE; JOHN P. MILLER, JR.; EMERALD VIEW ASSOCIATION MANAGEMENT, LLC; ZACKARY LEE SHEWMAKER; and TERRI LYNN LESTER,** | ) | |
| **Defendants.** | ) | |

**PLAINTIFF'S RESPONSES TO PEASE'S REQUEST FOR PRODUCTION**

Plaintiff Laketown Wharf Resort Community Association, Inc. ("Association") responds to Defendant Clara Y. Pease's ("Pease") Requests for Production of Documents as follows:

**OBJECTIONS TO INSTRUCTIONS**

1. Plaintiff objects to this instruction to the extent it seeks inspection, imaging, or photographing beyond the scope permitted by the Florida Rules of Civil Procedure. Plaintiff further objects to the term "imaging" as vague and ambiguous.

2. Plaintiff objects to this instruction to the extent it requires all electronically stored information to be produced in native format with metadata and prohibits production in PDF or another reasonably usable format. Plaintiff further objects to this instruction to the extent it seeks metadata or native files that are not relevant, not reasonably accessible, privileged, protected, confidential, or proportional to the needs of the case.

**REQUESTS FOR PRODUCTION**

1. Produce all ballots in Plaintiff's possession, custody, or control from the vote.

**RESPONSE: Plaintiff objects to this Request to the extent the term "ballots" is undefined and could be construed to include paper ballots, electronic ballot**

**records, proxies, vote reports, vote tallies, certifications, sign-in sheets, or other vote-related records. Plaintiff further objects to this Request to the extent it seeks documents outside Plaintiff's possession, custody, or control as that phrase is used under the Florida Rules of Civil Procedure. Plaintiff also objects to this Request as duplicative and cumulative because Plaintiff has already produced ballots and vote-related records responsive to this Request.**

**Subject to and without waiving these objections, Plaintiff states that it has already produced responsive ballots and vote-related records from the Vote, including individual electronic ballot records at Association000956-Association001689, vote reports at Association000038-Association000040 and Association000954-Association000955, vote-count records at Association Association000041-Association000055, and electronic-voter records at Association000132-Association000162. Plaintiff is not presently aware of any additional responsive documents in its current possession, custody, or control. Plaintiff will supplement this response in accordance with the Florida Rules of Civil Procedure if additional responsive, nonprivileged documents are located.**

2. Produce all tally sheets, spreadsheets, sign-in sheets, ballot envelopes, proxies, certifications, and other voting records in Plaintiff's possession, custody, or control relating to the vote.

**RESPONSE: Plaintiff objects to this Request to the extent it seeks documents outside Plaintiff's possession, custody, or control as that phrase is used under the Florida Rules of Civil Procedure. Plaintiff further objects to this Request as duplicative and cumulative to the extent it seeks voting records already produced in this action.**

**Subject to and without waiving these objections, Plaintiff states that it has already produced responsive tally sheets, vote reports, vote-count records, electronic-voter records, and other vote-related records concerning the Vote, including documents at Association 000038-Association00040, Association 000041-Association000055, Association 000132-Association000162, Association000956-Association0001689. Plaintiff is not presently aware of any additional responsive documents in its current possession, custody, or control. Plaintiff will supplement this response in accordance with the Florida Rules of Civil Procedure if additional responsive, nonprivileged documents are located.**

3. Produce all documents and ESI that support Plaintiff's contention that any ballot or vote was fabricated, fraudulent, recorded even though not actually cast, added after voting closed, or counted from a different meeting, including and not limited to, any witness statements, affidavits, declarations, emails, or text messages.

**RESPONSE: Plaintiff objects to this Request to the extent it seeks attorney work product, counsel's mental impressions, legal theories, or a premature expert or forensic vote-reconciliation analysis. Plaintiff further objects to this**

# Exhibit "G"

**Request to the extent it seeks documents outside Plaintiff's possession, custody, or control as that phrase is used under the Florida Rules of Civil Procedure. Plaintiff also objects to this Request as premature to the extent it seeks a final identification of all evidentiary support for Plaintiff's vote-related contentions before the completion of document discovery, third-party discovery, depositions, and any applicable expert discovery.**

**Subject to and without waiving these objections, Plaintiff states that it has already produced responsive documents and vote-related records supporting Plaintiff's present contentions, including documents at Association00038-Association00040, Association00041-Association00055, and Association000956-Association001689. Plaintiff's present contentions are based on, among other things, inconsistencies between reported vote totals and underlying vote records, records reflecting electronic votes entered after the noticed voting deadline, vote reports, vote-count records, electronic-voter records, meeting records, and related documents produced to date. Plaintiff is not presently aware of any additional nonprivileged responsive documents in its current possession, custody, or control. Plaintiff will supplement this response in accordance with the Florida Rules of Civil Procedure if additional responsive, nonprivileged documents are located.**

Respectfully submitted on this the 1st day of June, 2026.

Wallace, Jordan, Ratliff & Brandt, LLC

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# Exhibit "G"

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on June 1, 2026, the foregoing document was electronically mailed to all counsel at the addresses listed on the Florida Courts' E-Filing Portal as noted below:

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/ s / Sean C. Pierce
Of Counsel

Exhibit "H"

# D 32

# Memorandum from Townsend guide to sale of club

# Exhibit "H"

| | |
|---|---|
| Memorandum To: | Laketown Wharf Resort Community Association, Inc.<br>Attn: Board of Directors<br>c/o Clair Pease, Association Manager |
| From: | John Townsend, Attorney<br>Hand Arendall Harrison Sale LLC<br>(Association General Counsel) |
| Date: | November 11, 2021 |
| Re: | Opinion and Guidance concerning Proposed Sale and Purchase of the "Club Property" and several Commercial Units to the Association |

We were asked to review the potential purchase by your Association of the "Club Property" and several commercial units at Laketown Wharf and to provide you with an opinion and guidance regarding the process and requirements for such purchase.

We understand that the "Club Property" is comprised generally of property described as such in the Declaration of Condominium of Laketown Wharf, A Condominium, recorded at Official Records Book 2994, Page 1890, Official Records of Bay County, Florida, and as it has been amended from time to time (referred to herein as the "Declaration"). Although this memorandum is not intended to and does not constitute an opinion of title or of the actual description of the property, it is our understanding that the Club Property, as described in paragraph 1 of the "THE CLUB AT LAKETOWN WHARF, INC. CLUB MEMBERSHIP AGREEMENT" (which is "Exhibit I" to the Declaration), ". . . consists of recreational facilities which include, but are not necessary limited to three (3) swimming pools, one (1) spa, health club, a garden deck area of approximately 1,500 square feet above the main pool, 3836 square feet of administrative offices and related real property (the "Club Property")". The Club Property, while described in the Declaration and physically located within the boundaries of Laketown Wharf Condominium, is technically not part of Laketown Wharf Condominium – that is, it is neither a part of the "Common Elements", nor is it a "Unit" (see, for example, the legal description provided at "Exhibit A" to the Declaration which includes a statement following the metes and bounds description of the Condominium Property as follows: "LESS AND EXCEPT: All of that real property designated as "Club Property or "Community Property" in Exhibit E to this Declaration of Condominium of Laketown Wharf, a Condominium, including any improvements thereon.")

We also understand that the "Commercial Units" involved in this proposed transaction include what are described in the Declaration as "Retail Space 20", "Retail Space 21". "Retail Space 22", and "Retail Space 23" (referred to herein collectively as the "Commercial Units").

Attached to this memorandum as "Attachment A" is a composite of excerpts from Laketown Wharf's governing documents, Florida Statutes, and some Florida appellate court case law, which we will refer to occasionally by document and section number only in the following comments.

Initially, it is important to be aware that Laketown Wharf's governing documents (Declaration, Articles of Incorporation, Bylaws and the exhibits attached to the Declaration) do not contain what is commonly known in Florida as "Kaufman language". Without going into detail, the term "Kaufman language" refers to a ruling in the Florida appellate court case of *Kaufman v. Shere*,

347 So.2d 627 (Fla. 3d DCA 1977), and multiple cases following the *Kaufman* case, that for legislative amendments to statutes (such as the Florida Condominium Act, Chapter 718, Florida Statutes) to have retroactive application to a condominium's governing documents where the amendment would have the effect of impairing some vested contractual right, the governing documents must contain language that expressly incorporates future amendments to the statute, such as "This declaration shall be governed by the Condominium Act, as amended from time time." Your Declaration in Section 1 refers to "Chapter 718, Florida Statutes (the "Condominium Act")" but does not include Kaufman language. Accordingly, where we are discussing matters which may involve amendments to the Condominium Act that might impair some vested right, we need to refer to the version of the Condominium Act which existed at the time the Declaration was recorded in Bay County's Official Records – which was 2007.

Section 4.E(2)(c) of the Declaration provides a procedure which may be followed for "enlargement" of the Condominium Property by acquisition of additional land or other property interests which may be submitted to Condominium ownership, which would involve an amendment to the Declaration. It is our understanding that you do not plan to follow this procedure, but that your plan would be for the Association to take title to the Club Property and the Commercial Units which would then become "Association Property", that is the Association would actually be the owner of the property and that the property would not be added to the "Common Elements" of the Condominium. If our understanding is correct in this regard, then Section 4.E(2)(c) of the Declaration would not be applicable.

Section 4.E(2)(d) of the Declaration provides that any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment to the Declaration may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds of the unit owners. However, this section does not address the procedure for the Association to ***acquire ownership*** of the land.

Section 3.2 of your Articles of Incorporation provide that the Association has all of the powers conferred on a condominium association by law, which include the power, authority and right to levy and collect assessments for the purpose of acquiring, owning holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property.

Section 4.9(e) of your Bylaws provides that all of the powers and duties of your Association shall be exercised by the Board, which include the right, power and authority to acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium.

Section 718.111(7), Florida Statutes (2007), provides that 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, but that no association may acquire, convey, lease, or mortgage association real property ***except in the manner provided in the declaration***, and if the declaration does not specify the procedure, then approval of 75 percent of the total voting interests shall be required.

# Exhibit "H"

Section 718.111(8), Florida Statutes (2007), provides that the association has the power to purchase any land upon the approval of such voting interest as is required by the declaration and ***if the declaration makes no provision for acquisition of the land***, the vote shall be that required to amend the declaration to permit the acquisition.

Section 718.111(9), Florida Statutes (2007), provides that the association has the power, ***unless prohibited by the declaration, articles of incorporation, or bylaws*** of the association, purchase units in the condominium and to acquire and hold, lease, mortgage, and convey them.

Section 718.113(2)(a), Florida Statutes (2007), provides that there shall be no substantial additions to real property which is association property ***except in a manner provided in the declaration*** as originally recorded or as amended, and if the declaration does not specify the procedure for approval of substantial addition, then 75% of the total voting interests of the association must approve the addition.

Section 718.114, Florida Statutes (2007), provides, in part, that the association has the power to enter into agreements to acquire possessory or use interests in lands, but that such agreements entered into after 12 months following recording of the declaration shall be a substantial addition to real property that is association property - which agreements may not be entered into except as authorized by the declaration as provided in Section 718.113, Florida Statutes.

The court in *Waterford Point Condominium Apartments, Inc. v. Fass*, 402 So.2d 1327 (Fla. 4th DCA 1981) addressed the issue of whether language contained in an exhibit to a declaration of condominium (a lease in that case) is a part of the declaration to the same extent as if the text of the exhibit were to have been set forth in the declaration itself and said: ". . . a specific power to exercise an option to purchase being set forth in the lease so attached, is in our opinion sufficient to satisfy the statutory requirement that the power be stated and fully described in the accompanying declaration. . . . an interpretation to the contrary would make a nonsense of the option to purchase clause in the lease. It simply cannot be that an option to purchase in a lease attached to a declaration is unexercisable because it is not reiterated in so many words in the actual declaration to which it is attached. Surely the very purpose of attaching the lease to the declaration is to obviate laborious repetition of all of its terms and conditions in the declaration." This ruling is important in interpreting the language in the statutory provisions referred to above.

Specifically, where Section 4.9(e) of your Bylaws provides that all of the powers and duties of your Association shall be exercised by the Board, which include the right, power and authority to acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, according to the court's statement of the law in the *Fass* case, the same provision in this Bylaws section, which is not inconsistent with any provision in the Declaration on the same subject, is also deemed to be a part of the Declaration. As such, this Bylaws provision satisfies the provisions in Sections 718.111(7), 718.111(8), 718.111(9), 718.113(2)(a), and 718.114, Florida Statutes (2007) which state: "except in the manner provided in the declaration", "if the declaration makes no provision for acquisition of the land", "unless prohibited by the declaration, articles of incorporation, or bylaws", and "except in a manner provided in the declaration", respectively.

# Exhibit "H"

Upon the foregoing, your Board of Directors has the power to acquire real property, including Units, of and in the Condominium, that is not incorporated as a part of the Common Elements by amendment to the Declaration, without having to obtain a vote of approval by the Unit Owners. However, once acquired such real property may only be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds of the unit owners (see Section 4.E(2)(d) of the Declaration).

Notwithstanding the foregoing, because of the provision in Section 4.E(2)(d) of the Declaration that such real property may only be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds of the unit owners, and because of the scope of what this transaction would involve, it is our recommendation that the Board not proceed solely with making the acquisition decision on its own, but that the acquisition decision be first approved by vote of your Board and also submitted to a vote of the owners and that the two-thirds vote provision in Section 4.E(2)(d) of the Declaration be applied. Additionally, the proposal to be submitted to the owners should include a provision for them to vote on approving the funding of the purchase by a loan and to approve mortgaging the property as security for the loan.

The query presented to us also asked about the authority to obtain a loan to fund the purchase of the Club Property and the Commercial Units. Section 617.0302, Florida Statutes (2007), the statute under which your Association was incorporated, provides that the corporate powers for not for profit corporations includes the power to "Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income." Section 3.1 of your Articles of Incorporation provides that the powers of the Association include: "All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered." Additionally, Section 4.9(e) of your Bylaws provides that all of the powers and duties of your Association shall be exercised by the Board, which include the right, power and authority to acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium. Accordingly, the answer to your query is yes, your Association has the power to borrow money to fund purchase of real property and to secure the loan with a mortgage on that real property, subject to the provision in Section 4.E(2)(d) of the Declaration which requires approval by vote of two-thirds of all owners to mortgage the property.

Finally, your Association, through your Board of Directors, has the authority to levy a special assessment to fund payment of the purchase of the property and/or to fund payment of any loan obtained to fund that purchase (see Section 3.2 of your Articles of Incorporation).

If you have any other or further questions or if we can be of any help, please let us know.

End of Memorandum.

Exhibit "I"

# D5

# Email from McNeill to all board and Miller about continuance of special members meeting 12- 4 -2021

# Exhibit "I"

| | |
|---|---|
| Subject | **Notice and Agenda for Resumption Continuance of Special Members Meeting for 12.24.2021** |
| From | Meghan McNeil <meghanm@evrpcb.com> |
| To | Beverly Cowart <beverly_cowart@yahoo.com>, 'Zack Shewmaker' <zackshewmakerltw@gmail.com>, Terri Lester <terrilester733@gmail.com> |
| Cc | <johnm@evrpcb.com>, Renee Work <reneer@emeraldviewresorts.com> |
| Date | 2021-12-10 14:43 |

- Notice and Agenda for Resumption Continuance of Special Members Meeting for 12.24.2021.pdf(~379 KB)

See attached notice and agenda from John Townsend.

--
Thank you,
Meghan McNeil
Assistant Controller
Emerald View Association Management
PO Box 9418
Panama City Beach, FL 32417
(850)234-2002

# Exhibit "I"

Laketown Wharf Resort Community Association, Inc.
9902 South Thomas Drive
Panama City Beach, FL 32408

Notice Of Resumption and Continuance of Special Members Meeting

Notice is hereby given of the Resumption/Continuance of the Special Meeting of The Members of Laketown Wharf Resort Community Association, Inc. originally noticed for, and convened, on November 29, 2021 at 1:00 PM, and reconvened on December 3, 2021 at 1:00 PM*:

| | |
|---|---|
| Location: | Laketown Wharf - Lakeview Conference Room<br>9902 South Thomas Drive<br>Panama City Beach, FL 32408 |
| Date: | December 24, 2021 |
| Time: | 4:00 PM Central Time |

This notice, along with the agenda, has been posted in the designated area on Laketown Wharf Condominium Property in accordance with the Declaration of Condominium and Bylaws of Laketown Wharf Resort Community Association, Inc. and in accordance with Chapter 718, Florida Statutes, and delivered to unit owners/members.

AGENDA

1. Call meeting back to order by President
2. Proof of meeting notice
3. Certify votes on Proposed Purchase by Association of "Club Property" and Four Retail Units of Laketown Wharf and Proposed Mortgage of the Properties to Secure a Purchase-Money Loan.
4. Adjournment

Respectfully submitted this 10th day of December, 2021,

Zack Shewmaker
Association President

(*The reconvened meeting noticed for and convened on December 3, 2021 was not properly adjourned and is being reconvened to certify the vote on the matter that was before the members and to then properly adjourn.)

Exhibit "I"

# D 6

## E mail from Townsend to Clair telling us to post the notice for special board meeting for Friday and deliver to board members

# Exhibit "I"

**clair clairpease.com**

| | |
|---|---|
| **From:** | John P. Townsend <JTownsend@handfirm.com> |
| **Sent:** | Wednesday, December 22, 2021 8:46 AM |
| **To:** | clair |
| **Subject:** | Laketown Wharf - special board meeting |

Clair: The notice and agenda for the special Board meeting for Friday afternoon needs to be posted this morning and delivered to the Board members.

The time for the meeting should be at "4:00 PM or immediately upon adjournment of the Special Members/Owners meeting".

The location for the meeting should be the same as the location of the resumed special members/owners meeting.

The agenda item for the special board meeting should be: "Consideration of loan documents and requirements of City National Bank loan for purchase of Club Property and four Commercial Units, and approval of authorizations as required for the loan."

John Townsend

HAND ARENDALL HARRISON SALE

**John P. Townsend**
Board Certified Condominium and Planned Development Attorney

850-650-0010 Telephone
850-424-5093 Fax
JTownsend@handfirm.com

35008 Emerald Coast Pkwy
Fifth Floor
Destin, Florida 32541
www.handfirm.com
vCard

A portion of the practice at this office involves the collection of debt. This correspondence may be provided in an attempt to collect a debt. Any information obtained will be used for that purpose.

# Exhibit "I"

# Exhibit "I"

**John P. Townsend**
Board Certified Condominium and Planned Development Attorney

850-650-0010 Telephone
850-424-5093 Fax
JTownsend@handfirm.com

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**From:** John P. Townsend
**Sent:** Wednesday, December 22, 2021 8:46 AM
**To:** clair <clair@clairpease.com>
**Subject:** Laketown Wharf - special board meeting

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# Exhibit "I"

**clair clairpease.com**

| | |
|---|---|
| **From:** | John P. Townsend <JTownsend@handfirm.com> |
| **Sent:** | Wednesday, December 22, 2021 3:16 PM |
| **To:** | clair |
| **Subject:** | RE: Laketown Wharf - special board meeting |
| **Attachments:** | Borrower's Affidavit.pdf; CorpResolution.pdf; Draft Minutes for 12.24.2021 Special Board Meeting.docx |

Clair: What the Board will need to address at the special meeting on Friday (this is for the "Board meeting" – not the members' meeting) is authorization of the officers to execute and deliver certain documents in connection with the loan. Attached is a copy of the "BORROWER'S AFFIDAVIT" which was provided to me by the bank's attorney (Mr. Korn) – in paragraph 8, near the top of the second page, it states:

> "That the Board of Directors of Borrower has authorized Affiants, on behalf of Borrower and not in their individual capacities, to execute and/or deliver the following documents to consummate the closing of the Loan and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) this Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves."

So, a first motion will need to be made by one of the members of the Board that will say:

> "Having received confirmation that the unit owners/members of Laketown Wharf Resort Community Association, Inc. have approved by the affirmative vote of at least two-thirds of the unit owners the purchase of the Club Property and four retail units and mortgaging of the properties by the Association to a lender as security for a purchase-money loan, I move that the President and Treasurer of Laketown Wharf Resort Community Association, Inc., being President, Zack Shewmaker, and Treasurer, Terri Lester, be authorized jointly, collectively, and/or individually as may be required, to execute and/or deliver the following documents to consummate the closing of the Loan from City National Bank of Florida in the amount of Twenty Million and 00/100 Dollars ($20,000,000.00) for the purchase of the Club Property and four retail units and for funding and to pay for the modernization of elevators, and to have funds available for contingency purposes, and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) the "Borrower's Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and

provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves."

The motion, when made exactly as provided above, will then need to be seconded by another member of the Board, following which there may be discussion by the members of the Board and any owners present for the meeting. The Board will then need to vote on the motion and it will need to be approved by majority vote of the Board. Attached is a draft set of minutes of the Board meeting will need to be completed to cover exactly the motion that was made, that it was seconded, and that it was passed by majority affirmative vote of the Board.

Then, a second motion needs to be made by one of the members of the Board regarding the "Corporate Resolution", a copy of which is also attached, that will say:

> "I move that the "CORPORATE RESOLUTIONS OF LAKETOWN WHARF RESORT COMMUJNITY ASSOCIATOIN, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION", a true and correct copy of which is hereby presented to the Board and a true and correct copy of which is to be attached to the minutes of this meeting, be approved and adopted to include adoption of each of the resolutions set forth therein as the resolutions of this Board."

The second motion, when made exactly as provided above, will then need to be seconded by another member of the Board, following which there may be discussion by the members of the Board and any owners present for the meeting. The Board will then need to vote on the motion and it will need to be approved by majority vote of the Board, and a copy of the attached "Corporate Resolution" will need to be attached to the minutes of the meeting.

Attached is a draft set of minutes of the Board meeting will need to be completed to cover exactly the motions that were made, that they were seconded, and that they were passed by majority affirmative vote of the Board (and a copy of the "Corporate Resolution" which is attached to this email will, as indicated above, need to be attached to the minutes of the meeting.)

I have one other matter that I need to discuss with you. I will be giving you a call about it.

If you have any questions about this, please let me know.

John Townsend

HAND ARENDALL
HARRISON SALE

**John P. Townsend**
Board Certified Condominium and Planned Development Attorney
850-650-0010 Telephone
850-424-5093 Fax
JTownsend@handfirm.com

# Exhibit "I"

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John Townsend

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THE FLORIDA BAR BOARD CERTIFIED CONDOMINIUM AND PLANNED DEVELOPMENT LAW

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The information contained in this electronic message is intended only for the use of the named addressee listed on the recipient line of this message and may contain attorney client, privileged and confidential information. If you are not the intended recipient of this message, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication is strictly prohibited.

# Exhibit "I"

## BORROWER'S AFFIDAVIT

**BEFORE ME,** the undersigned authority, personally appeared **ZACK SHEWMAKER,** as President and **TERRI LESTER,** as Treasurer (collectively, the "Affiants") of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.,** a Florida not-for-profit corporation (the "Borrower"), who being first duly sworn on oath, depose and say:

1. **Loan**. Borrower is the entity charged with the duty to enforce the terms and provisions of the Declaration of Condominium of **LAKETOWN WHARF, A CONDOMINIUM,** filed for record in Official Records Book 2994, at Page 1890 of the Public Records of Bay County, Florida (together with all amendments and/or supplements thereto, collectively the "Declaration"). Borrower has applied for a loan (the "Loan") with **CITY NATIONAL BANK OF FLORIDA** (the "Lender"), in the amount of TWENTY MILLION AND NO/100 ($20,000,000.00) DOLLARS for the purposes (collectively the "Purposes") of providing Borrower with funds to: (i) acquire the parcels of real property (collectively the "Property") described within Exhibit "A" attached hereto; (ii) pay for the modernization of elevators; and (iii) have funds available for contingency purposes.

2. **Business Purpose**. Borrower represents and affirms that the Loan is an extension of credit primarily for business purposes and that it is the intent of Borrower that the proceeds of the Loan will be used for the Purposes set forth in Paragraph 1 above.

3. **No Liens**. Borrower shall dispose of, contest or bond over all liens on the property which is subject to the terms and provisions of the Declaration within thirty (30) days after any such liens are filed. The provisions of this Paragraph 4 shall not apply to liens placed by Borrower on individual condominium units as a result of the failure of a member of Borrower to pay monetary obligations to Borrower or to liens on individual condominium units placed by lenders or other third parties.

4. **Status of Claims**. To the best of Borrower's knowledge, there are no claims, demands, actions, proceedings and/or judgments of any kind or nature before or issued by any court or governmental department or agency or otherwise which are pending against Borrower and/or are otherwise existing, except such actions or proceedings which are fully covered by insurance (minus applicable deductibles) or which, if adversely determined, would not materially impair the ability of Borrower to pay when due any amounts which may become payable in respect to the Loan.

5. **Solvency and Financial Condition**. As of the date of this Affidavit, Borrower is solvent, able to pay its debts as they mature, has capital sufficient to carry on the businesses in which it is engaged and the present value of its accounts receivables on an annual basis is equal to or greater than the amount of its annual liabilities. No material adverse change to Borrower's governing documents or to Borrower's financial condition has occurred subsequent to the date Borrower submitted the application for the Loan to Lender. Borrower will not be rendered insolvent by the execution and delivery of the Loan Documents (hereinafter defined) to Lender. Borrower does not intend to and Borrower does not believe that Borrower will incur debts beyond its ability to pay as they mature.

6. **Good Faith; Authority; Binding Effect**. All of the Loan Documents (hereinafter defined) were executed and delivered by Borrower in good faith and in exchange for fair equivalent consideration, and the Affiants are authorized to execute and deliver the Loan Documents on behalf of Borrower. Borrower further represents and warrants that the signatures of the Affiants (for and on behalf of Borrower) upon the Loan Documents (hereinafter defined) shall be binding upon Borrower.

7. **Compliance with Laws and No Hazardous Waste**. To the best of Borrower's knowledge, Borrower has complied with all applicable statutes and regulations of all governmental authorities having jurisdiction over Borrower and/or the property which is subject to the terms and provisions of the Declaration, and, to the best of Borrower's knowledge, Borrower is not in default with respect to any order, writ, injunction or decree of any court or governmental agency. Further, to the best of Borrower's knowledge, the property which is subject to the terms and provisions of the Declaration is not subject to any mortgage or other lien (except for any mortgages placed on a unit by a unit owner as to such unit only). Further, to the best of Borrower's knowledge, the property which is subject to the terms and provisions of the Declaration has not been used, is not presently being used, and will not in the future be used, for the handling, storage, transportation, or disposal of hazardous or toxic waste or materials. As provided in the Loan and Security Agreement, Borrower shall forever indemnify, defend and hold Lender harmless from and against any loss, liability or damage to Lender (including, without limitation, attorney's fees and costs and expenses) incurred or suffered by Lender as a result of any such past, present or future use, handling, storage, transportation, or disposal of

hazardous or toxic waste or materials on or adjacent to the property which is subject to the terms and provisions of the Declaration.

8. **Execution of Loan Documents**. That the Board of Directors of Borrower has authorized Affiants, on behalf of Borrower and not in their individual capacities, to execute and/or deliver the following documents to consummate the closing of the Loan and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) this Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves.

9. **Agreement to Cooperate; Further Assurances**. That even though it is intended that all of the Loan Documents which have been executed and delivered at closing in reference to the Loan shall be complete and correct, there might be the need to make certain corrections to the same. In consideration of the granting of the Loan, and as a material inducement of Lender to make and fund the Loan, Borrower promises that at all times that the Loan is in effect and upon Borrower being given notice by the Lender, Borrower shall make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or re-filed, at such time and in such place as shall be desirable by the Lender, in its reasonable discretion, any and all such further notes, instruments of further assurance, certificates, amendments, and any other documents as the Lender may consider necessary in order to effectuate, complete, perfect, continue and preserve the obligations of the Borrower under the Note and to comply with all federal and state governmental regulations applicable to this loan transaction.

10. **Incumbency**. That the following individuals represent the only individuals who occupy the offices and positions of Borrower, as listed beside their names:

| | |
|---|---|
| President | ZACK SHEWMAKER |
| Secretary | BEVERLY COWART |
| Treasurer | TERRI LESTER |

11. **Address**. Borrower further states to Lender for the purpose of any notice related to this Loan, Borrower's mailing address is:

9902 South Thomas Drive
Panama City Beach, Florida 32408

Furthermore, Borrower shall notify Lender of any change of mailing address of Borrower.

12. **Information Provided by Borrower**. To the best of Borrower's knowledge, all of the information furnished by Borrower to Lender in connection with the application for the Loan and all information furnished by Borrower subsequent thereto has been, at all times, true, accurate and complete.

13. **Continuing Obligation to Update the Names of the Officers and Directors of Borrower.** Borrower shall have the continuing, affirmative duty to update, on an annual basis, the corporate filing with the Secretary of State for the State of Florida as to the names of Borrower's officers and directors then in office. Borrower understands that Lender may rely on the most recent information provided by the Secretary of State for the State of Florida as to the names of Borrower's officers and directors.

14. **Purpose of Affidavit.** That this Affidavit is made for the purpose of inducing Lender to make and fund the Loan to Borrower in accordance with the terms of the Loan Documents.

# Exhibit "I"

15. **Oath**. Affiants certify that they have read all of the facts stated herein and that, on behalf of Borrower, Affiants confirm its contents.

**FURTHER AFFIANTS SAYETH NOT.**

_____
ZACK SHEWMAKER, President

_____
TERRI LESTER, Treasurer

STATE OF FLORIDA )
) SS:
COUNTY OF _____ )

The execution of the foregoing instrument was acknowledged before me this _____ day of December, 2021 by **ZACK SHEWMAKER**, as President of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**, a Florida not-for-profit corporation, by means of ☐ physical presence or ☐ online notarization, who ☐ is personally known to me or ☐ produced _____ as identification.

My Commission Expires:

_____
Notary Public
Print Name:_____

STATE OF FLORIDA )
) SS:
COUNTY OF _____ )

The execution of the foregoing instrument was acknowledged before me this ____ day of December, 2021 by **TERRI LESTER**, as Treasurer of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**, a Florida not-for-profit corporation, by means of ☐ physical presence or ☐ online notarization, who ☐ is personally known to me or ☐ produced _____ as identification.

My Commission Expires:

_____
Notary Public
Print Name:_____

# Exhibit "I"

## Exhibit "A-1"

## LEGAL DESCRIPTION

**Club Property:**
THOSE LANDS KNOWN AS "CLUB PROPERTY" AS DESCRIBED IN THE CLUB MEMBERSHIP AGREEMENT ATTACHED AS EXHIBIT "I" TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED.
More particularly described as:
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST AND SECTION I, TOWNSHIP 4 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND BEING ALL OF D.T. LLOYD'S ADDITION TO LONG BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 20, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND OTHER LANDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°58'03" WEST, A DISTANCE OF 1915.96 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PANAMA CITY BEACH BOULEVARD (100 FEET WIDE) (NOW KNOWN AS SOUTH THOMAS DRIVE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 395.20 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 4,621.73 FEET AND A CHORD THAT BEARS NORTH 89°38'15" EAST, 534.61 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°37'53", A DISTANCE OF 534.91 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2609, PAGE 344, SAID POINT BEING ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4617.25 FEET AND A CHORD THAT BEARS NORTH 84°45'02" EAST, 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL; THENCE SOUTH 00°01'28" WEST, ALONG THE EAST LINE OF AFORESAID PARCEL, 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 (ALSO BEING THE NORTHERLY LINE OF SAID SECTION I); THENCE NORTH 89°58'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 320.88 FEET; THENCE SOUTH 09°1 I'00" WEST, A DISTANCE OF 713.87 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH THOMAS DRIVE (100 FEET WIDE); THENCE NORTH 57°46'51" WEST, ALONG SAID NORTHEASTERLY RIGHT OF-WAY LINE, A DISTANCE OF 300.05 FEET; THENCE NORTH 57°43'03" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 874.14 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID PANAMA CITY BEACH BOULEVARD (NOW KNOWN AS SOUTH THOMAS DRIVE); THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.24 FEET TO THE SOUTHERLY LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.

Less and Except:
ALL CONDOMINIUM UNITS OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO THE UNITS SET OUT DECLARATION OF CONDOMINIUM.
Less and Except:;
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE S.89°58'03"W., 1130.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°58'03"W., 251.64 FEET; THENCE N.00°01'35"E., 398.28 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), SAID POINT BEING ON A CIRCULAR CURVE,

# Exhibit "I"

CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4,617.25 FEET AND A CHORD THAT BEARS N.84°45'02"E., 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET; THENCE S.00°01'28"W., 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.

And Less and Except:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3476, PAGE 626, PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS "COMMUNITY PROPERTY" AS DEFINED IN THAT CERTAIN COMMUNITY PROPERTY AGREEMENT WHICH CONSTITUTES EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, PUBLIC RECORDS OF BAY COUNTY, FLORLDA , AS AME OED; AS SUCH COMMUN1TY PROPERTY AGREEMENT WAS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

TOGETHER WITH:

WATER FEATURE PARTIALLY LOCATED ON PARCEL 4 AS DEPICTED IN THE SITE PLANS CONTAINED IN THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED, AND AS SHOWN ON SURVEY PREPARED BY BUCHANAN & HARPER, INC. AS JOB NO. 10962, DATED JANUARY 30, 2015.

# Exhibit "I"

## EXHIBIT "A-2"

**Retail Units:**

RETAIL UNITS R-20, R-21, R-22, and R-23 OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO SUCH UNITS

# Exhibit "I"

**CORPORATE RESOLUTIONS OF**
**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**
**A FLORIDA NOT-FOR-PROFIT CORPORATION**

The undersigned officers of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**, a Florida not-for-profit corporation (the "Borrower") hereby certify that the following Resolutions have been adopted by the Board of Directors of the Borrower:

**RESOLVED,** that the Borrower shall be authorized to and is directed to borrow the sum of TWENTY MILLION AND NO/100 ($20,000,000.00) DOLLARS (the "Loan") from **CITY NATIONAL BANK OF FLORIDA** (the "Lender"), for the purposes (collectively the "Purposes") of providing Borrower with funds to: (i) acquire the parcels of real property (collectively the "Property") described within Exhibit "A" attached hereto; (ii) pay for the modernization of elevators; and (iii) have funds available for contingency purposes.

**FURTHER RESOLVED,** that the Loan shall be evidenced by a Promissory Note (the "Note") in the original principal amount of TWENTY MILLION AND NO/100 ($20,000,000.00) DOLLARS, and be secured by: (i) a Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") encumbering the Property; (ii) UCC-1 Financing Statements; (iii) a Loan Agreement; (iv) a Loan and Security Agreement; (v) an Environmental Compliance and Indemnity Agreement; and (vi) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights (the "Collateral Assignment"), all executed and/or delivered by the Borrower in favor of the Lender, the UCC-1 Financing Statements to evidence that Lender has a valid first lien encumbering the Property and the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration (as said term is defined in the Collateral Assignment): (i) all special assessments designated for repayment of the Loan by Borrower; and (ii) all regular assessments, not including reserves and not including funds designated for reserves;

**FURTHER RESOLVED,** that the Board of Directors of the Borrower shall include a line item in each operating budget adopted by the Board of Directors of Borrower in an amount which will be sufficient to provide for all payments which will be due and payable in accordance with the terms and provisions of the Note;

**FURTHER RESOLVED,** that the Board of Directors of the Borrower shall, prior to closing the Loan, obtain approval for the Loan by appropriate means from the members of the Borrower, if required by the terms and provisions of the Declaration; and

**FURTHER RESOLVED,** that **ZACK SHEWMAKER**, as President of Borrower and **TERRI LESTER**, as Treasurer of Borrower, are hereby authorized and directed to execute and deliver on behalf of the Borrower: (i) the Note; (ii) the Mortgage; (iii) the Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) the UCC-1 Financing Statements; (v) the Loan Agreement; (vi) the Environmental Compliance and Indemnity Agreement; (vi) the Loan and Security Agreement; (vii) the Borrower's Affidavit; (viii) the Closing Statement; and (ix) any and all other instruments and documents as may be required by Lender in order to close the Loan.

# Exhibit "I"

**IT IS HEREBY CERTIFIED** that the foregoing Resolutions have been duly adopted at a meeting of the Board of Directors of Borrower, which meeting was called for such specific purpose and held in accordance with the current By-Laws and Articles of Incorporation of Borrower and in accordance with the laws of the State of Florida. It is further certified that the Board of Directors of Borrower has full power and authority to bind Borrower in accordance herewith and that the foregoing Resolutions are in full force and effect as of this date and that the foregoing Resolutions have not been altered, amended, modified or rescinded and, furthermore, the same shall be true, valid and binding upon Borrower at and after the closing of the Loan.

**IN WITNESS WHEREOF**, this instrument has been executed this _____ day of December, 2021.

**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.** a Florida not-for-profit corporation

By:_____
ZACK SHEWMAKER, President

By:_____
TERRI LESTER Treasurer

# Exhibit "I"

## Exhibit "A-1"

## LEGAL DESCRIPTION

**Club Property:**
THOSE LANDS KNOWN AS "CLUB PROPERTY" AS DESCRIBED IN THE CLUB MEMBERSHIP AGREEMENT ATTACHED AS EXHIBIT "I" TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED.
More particularly described as:
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST AND SECTION I, TOWNSHIP 4 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND BEING ALL OF D.T. LLOYD'S ADDITION TO LONG BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 20, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND OTHER LANDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°58'03" WEST, A DISTANCE OF 1915.96 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PANAMA CITY BEACH BOULEVARD (100 FEET WIDE) (NOW KNOWN AS SOUTH THOMAS DRIVE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 395.20 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 4,621.73 FEET AND A CHORD THAT BEARS NORTH 89°38'15" EAST, 534.61 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°37'53", A DISTANCE OF 534.91 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2609, PAGE 344, SAID POINT BEING ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4617.25 FEET AND A CHORD THAT BEARS NORTH 84°45'02" EAST, 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL; THENCE SOUTH 00°01'28" WEST, ALONG THE EAST LINE OF AFORESAID PARCEL, 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 (ALSO BEING THE NORTHERLY LINE OF SAID SECTION I); THENCE NORTH 89°58'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 320.88 FEET; THENCE SOUTH 09°1 I '00" WEST, A DISTANCE OF 713.87 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH THOMAS DRIVE (100 FEET WIDE); THENCE NORTH 57°46'51" WEST, ALONG SAID NORTHEASTERLY RIGHT OF-WAY LINE, A DISTANCE OF 300.05 FEET; THENCE NORTH 57°43'03" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 874.14 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID PANAMA CITY BEACH BOULEVARD (NOW KNOWN AS SOUTH THOMAS DRIVE); THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.24 FEET TO THE SOUTHERLY LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.

Less and Except:
ALL CONDOMINIUM UNITS OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA,

# Exhibit "I"

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO THE UNITS SET OUT DECLARATION OF CONDOMINIUM.
Less and Except:;
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE S.89°58'03"W., 1130.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°58'03"W., 251.64 FEET; THENCE N.00°01'35"E., 398.28 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), SAID POINT BEING ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4,617.25 FEET AND A CHORD THAT BEARS N.84°45'02"E., 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET; THENCE S.00°01'28"W., 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.
And Less and Except:
THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3476, PAGE 626, PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS "COMMUNITY PROPERTY" AS DEFINED IN THAT CERTAIN COMMUNITY PROPERTY AGREEMENT WHICH CONSTITUTES EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, PUBLIC RECORDS OF BAY COUNTY, FLORLDA , AS AME OED; AS SUCH COMMUN1TY PROPERTY AGREEMENT WAS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
TOGETHER WITH:
WATER FEATURE PARTIALLY LOCATED ON PARCEL 4 AS DEPICTED IN THE SITE PLANS CONTAINED IN THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED, AND AS SHOWN ON SURVEY PREPARED BY BUCHANAN & HARPER, INC. AS JOB NO. 10962, DATED JANUARY 30, 2015.

# Exhibit "I"

**EXHIBIT "A-2"**

**Retail Units:**

RETAIL UNITS R-20, R-21, R-22, and R-23 OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO SUCH UNITS

# Exhibit "I"

**MINUTES OF SPECIAL MEETING OF
BOARD OF DIRECTORS OF
LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.**

A special meeting of the Board of Directors of Laketown Wharf Resort Community Association, Inc. was held on Friday, December 24, 2021, at _____.

The Manager of the Association confirmed that notice of the special meeting together with an agenda for the meeting was delivered to all members of the Board and was posted in the conspicuous place on the Condominium property at least forty-eight (48) continuous hours prior to the meeting.

Present for the meeting were the following members of the Board:

With ____ members of the Board being present, a quorum was established.

The meeting was called to order at _____ PM by Zack Shewmaker, Association President and Chairman of the Board.

_____ made the following motion:

"Having received confirmation that the unit owners/members of Laketown Wharf Resort Community Association, Inc. have approved by the affirmative vote of at least two-thirds of the unit owners the purchase of the Club Property and four retail units and mortgaging of the properties by the Association to a lender as security for a purchase-money loan, I move that the President and Treasurer of Laketown Wharf Resort Community Association, Inc., being President, Zack Shewmaker, and Treasurer, Terri Lester, be authorized jointly, collectively, and/or individually as may be required, to execute and/or deliver the following documents to consummate the closing of the Loan from City National Bank of Florida in the amount of Twenty Million and 00/100 Dollars ($20,000,000.00) for the purchase of the Club Property and four retail units and for funding and to pay for the modernization of elevators, and to have funds available for contingency purposes, and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) the "Borrower's Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower,

# Exhibit "I"

from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves."

The motion was seconded by _____, and following discussion the motion was passed by majority vote of the Board with each Board member voting as follows:

-Zack Shewmaker: Yes, in favor of the motion.

-Beverly Cowart:

-Terri Lester: Yes in favor of the motion.

_____ made the following motion:

"I move that the "CORPORATE RESOLUTIONS OF LAKETOWN WHARF RESORT COMMUJNITY ASSOCIATOIN, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION", a true and correct copy of which is hereby presented to the Board and a true and correct copy of which is to be attached to the minutes of this meeting, be approved and adopted to include adoption of each of the resolutions set forth therein as the resolutions of this Board."

The motion was seconded by _____, and following discussion the motion was passed by majority vote of the Board with each Board member voting as follows:

-Zack Shewmaker: Yes, in favor of the motion.

-Beverly Cowart:

-Terri Lester: Yes in favor of the motion.

There being no further business before the Board, a motion was made by _____ to adjourn the meeting. The motion to adjourn was seconded by _____. The motion to adjourn was passed by a majority vote of the Board with each Board member voting as follows:

-Zack Shewmaker: Yes, in favor of the motion.

-Beverly Cowart:

-Terri Lester: Yes in favor of the motion.

The meeting was adjourned at _____ PM on December 24, 2021.

Exhibit "I"

# D15

# Email from Townsend about draft minutes for 12-24-21 special board meeting and Affidavit

# Exhibit "I"

**clair clairpease.com**

| | |
|---|---|
| **From:** | John P. Townsend <JTownsend@handfirm.com> |
| **Sent:** | Wednesday, December 22, 2021 3:16 PM |
| **To:** | clair |
| **Subject:** | RE: Laketown Wharf - special board meeting |
| **Attachments:** | Borrower's Affidavit.pdf; CorpResolution.pdf; Draft Minutes for 12.24.2021 Special Board Meeting.docx |

Clair: What the Board will need to address at the special meeting on Friday (this is for the "Board meeting" – not the members' meeting) is authorization of the officers to execute and deliver certain documents in connection with the loan. Attached is a copy of the "BORROWER'S AFFIDAVIT" which was provided to me by the bank's attorney (Mr. Korn) – in paragraph 8, near the top of the second page, it states:

> "That the Board of Directors of Borrower has authorized Affiants, on behalf of Borrower and not in their individual capacities, to execute and/or deliver the following documents to consummate the closing of the Loan and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) this Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves."

So, a first motion will need to be made by one of the members of the Board that will say:

> "Having received confirmation that the unit owners/members of Laketown Wharf Resort Community Association, Inc. have approved by the affirmative vote of at least two-thirds of the unit owners the purchase of the Club Property and four retail units and mortgaging of the properties by the Association to a lender as security for a purchase-money loan, I move that the President and Treasurer of Laketown Wharf Resort Community Association, Inc., being President, Zack Shewmaker, and Treasurer, Terri Lester, be authorized jointly, collectively, and/or individually as may be required, to execute and/or deliver the following documents to consummate the closing of the Loan from City National Bank of Florida in the amount of Twenty Million and 00/100 Dollars ($20,000,000.00) for the purchase of the Club Property and four retail units and for funding and to pay for the modernization of elevators, and to have funds available for contingency purposes, and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) the "Borrower's Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and

provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves."

The motion, when made exactly as provided above, will then need to be seconded by another member of the Board, following which there may be discussion by the members of the Board and any owners present for the meeting. The Board will then need to vote on the motion and it will need to be approved by majority vote of the Board. Attached is a draft set of minutes of the Board meeting will need to be completed to cover exactly the motion that was made, that it was seconded, and that it was passed by majority affirmative vote of the Board.

Then, a second motion needs to be made by one of the members of the Board regarding the "Corporate Resolution", a copy of which is also attached, that will say:

> "I move that the "CORPORATE RESOLUTIONS OF LAKETOWN WHARF RESORT COMMUJNITY ASSOCIATOIN, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION", a true and correct copy of which is hereby presented to the Board and a true and correct copy of which is to be attached to the minutes of this meeting, be approved and adopted to include adoption of each of the resolutions set forth therein as the resolutions of this Board."

The second motion, when made exactly as provided above, will then need to be seconded by another member of the Board, following which there may be discussion by the members of the Board and any owners present for the meeting. The Board will then need to vote on the motion and it will need to be approved by majority vote of the Board, and a copy of the attached "Corporate Resolution" will need to be attached to the minutes of the meeting.

Attached is a draft set of minutes of the Board meeting will need to be completed to cover exactly the motions that were made, that they were seconded, and that they were passed by majority affirmative vote of the Board (and a copy of the "Corporate Resolution" which is attached to this email will, as indicated above, need to be attached to the minutes of the meeting.)

I have one other matter that I need to discuss with you. I will be giving you a call about it.

If you have any questions about this, please let me know.

John Townsend

HAND ARENDALL HARRISON SALE

**John P. Townsend**
Board Certified Condominium and Planned Development Attorney

850-650-0010 Telephone
850-424-5093 Fax
JTownsend@handfirm.com

# Exhibit "I"

**A portion of the practice at this office involves the collection of debt. This correspondence may be provided in an attempt to collect a debt. Any information obtained will be used for that purpose.**

**From:** John P. Townsend
**Sent:** Wednesday, December 22, 2021 8:46 AM
**To:** clair <clair@clairpease.com>
**Subject:** Laketown Wharf - special board meeting

Clair: The notice and agenda for the special Board meeting for Friday afternoon needs to be posted this morning and delivered to the Board members.

The time for the meeting should be at "4:00 PM or immediately upon adjournment of the Special Members/Owners meeting".

The location for the meeting should be the same as the location of the resumed special members/owners meeting.

The agenda item for the special board meeting should be: "Consideration of loan documents and requirements of City National Bank loan for purchase of Club Property and four Commercial Units, and approval of authorizations as required for the loan."

John Townsend

HAND ARENDALL HARRISON SALE

**John P. Townsend**
Board Certified Condominium and Planned Development Attorney

850-650-0010 Telephone
850-424-5093 Fax
JTownsend@handfirm.com

35008 Emerald Coast Pkwy
Fifth Floor
Destin, Florida 32541
www.handfirm.com
vCard

**A portion of the practice at this office involves the collection of debt. This correspondence may be provided in an attempt to collect a debt. Any information obtained will be used for that purpose.**

# Exhibit "I"

# Exhibit "I"

**MINUTES OF SPECIAL MEETING OF**
**BOARD OF DIRECTORS OF**
**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.**

A special meeting of the Board of Directors of Laketown Wharf Resort Community Association, Inc. was held on Friday, December 24, 2021, at _____.

The Manager of the Association confirmed that notice of the special meeting together with an agenda for the meeting was delivered to all members of the Board and was posted in the conspicuous place on the Condominium property at least forty-eight (48) continuous hours prior to the meeting.

Present for the meeting were the following members of the Board:

With ____ members of the Board being present, a quorum was established.

The meeting was called to order at _____ PM by Zack Shewmaker, Association President and Chairman of the Board.

_____ made the following motion:

"Having received confirmation that the unit owners/members of Laketown Wharf Resort Community Association, Inc. have approved by the affirmative vote of at least two-thirds of the unit owners the purchase of the Club Property and four retail units and mortgaging of the properties by the Association to a lender as security for a purchase-money loan, I move that the President and Treasurer of Laketown Wharf Resort Community Association, Inc., being President, Zack Shewmaker, and Treasurer, Terri Lester, be authorized jointly, collectively, and/or individually as may be required, to execute and/or deliver the following documents to consummate the closing of the Loan from City National Bank of Florida in the amount of Twenty Million and 00/100 Dollars ($20,000,000.00) for the purchase of the Club Property and four retail units and for funding and to pay for the modernization of elevators, and to have funds available for contingency purposes, and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) the "Borrower's Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower,

# Exhibit "I"

from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves."

The motion was seconded by _____, and following discussion the motion was passed by majority vote of the Board with each Board member voting as follows:

-Zack Shewmaker: Yes, in favor of the motion.

-Beverly Cowart:

-Terri Lester: Yes in favor of the motion.

_____ made the following motion:

"I move that the "CORPORATE RESOLUTIONS OF LAKETOWN WHARF RESORT COMMUJNITY ASSOCIATOIN, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION", a true and correct copy of which is hereby presented to the Board and a true and correct copy of which is to be attached to the minutes of this meeting, be approved and adopted to include adoption of each of the resolutions set forth therein as the resolutions of this Board."

The motion was seconded by _____, and following discussion the motion was passed by majority vote of the Board with each Board member voting as follows:

-Zack Shewmaker: Yes, in favor of the motion.

-Beverly Cowart:

-Terri Lester: Yes in favor of the motion.

There being no further business before the Board, a motion was made by _____ to adjourn the meeting. The motion to adjourn was seconded by _____. The motion to adjourn was passed by a majority vote of the Board with each Board member voting as follows:

-Zack Shewmaker: Yes, in favor of the motion.

-Beverly Cowart:

-Terri Lester: Yes in favor of the motion.

The meeting was adjourned at _____ PM on December 24, 2021.

# Exhibit "I"

## BORROWER'S AFFIDAVIT

**BEFORE ME,** the undersigned authority, personally appeared **ZACK SHEWMAKER**, as President and **TERRI LESTER**, as Treasurer (collectively, the "Affiants") of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**, a Florida not-for-profit corporation (the "Borrower"), who being first duly sworn on oath, depose and say:

1. **Loan**. Borrower is the entity charged with the duty to enforce the terms and provisions of the Declaration of Condominium of **LAKETOWN WHARF, A CONDOMINIUM**, filed for record in Official Records Book 2994, at Page 1890 of the Public Records of Bay County, Florida (together with all amendments and/or supplements thereto, collectively the "Declaration"). Borrower has applied for a loan (the "Loan") with **CITY NATIONAL BANK OF FLORIDA** (the "Lender"), in the amount of TWENTY MILLION AND NO/100 ($20,000,000.00) DOLLARS for the purposes (collectively the "Purposes") of providing Borrower with funds to: (i) acquire the parcels of real property (collectively the "Property") described within Exhibit "A" attached hereto; (ii) pay for the modernization of elevators; and (iii) have funds available for contingency purposes.

2. **Business Purpose**. Borrower represents and affirms that the Loan is an extension of credit primarily for business purposes and that it is the intent of Borrower that the proceeds of the Loan will be used for the Purposes set forth in Paragraph 1 above.

3. **No Liens**. Borrower shall dispose of, contest or bond over all liens on the property which is subject to the terms and provisions of the Declaration within thirty (30) days after any such liens are filed. The provisions of this Paragraph 4 shall not apply to liens placed by Borrower on individual condominium units as a result of the failure of a member of Borrower to pay monetary obligations to Borrower or to liens on individual condominium units placed by lenders or other third parties.

4. **Status of Claims**. To the best of Borrower's knowledge, there are no claims, demands, actions, proceedings and/or judgments of any kind or nature before or issued by any court or governmental department or agency or otherwise which are pending against Borrower and/or are otherwise existing, except such actions or proceedings which are fully covered by insurance (minus applicable deductibles) or which, if adversely determined, would not materially impair the ability of Borrower to pay when due any amounts which may become payable in respect to the Loan.

5. **Solvency and Financial Condition**. As of the date of this Affidavit, Borrower is solvent, able to pay its debts as they mature, has capital sufficient to carry on the businesses in which it is engaged and the present value of its accounts receivables on an annual basis is equal to or greater than the amount of its annual liabilities. No material adverse change to Borrower's governing documents or to Borrower's financial condition has occurred subsequent to the date Borrower submitted the application for the Loan to Lender. Borrower will not be rendered insolvent by the execution and delivery of the Loan Documents (hereinafter defined) to Lender. Borrower does not intend to and Borrower does not believe that Borrower will incur debts beyond its ability to pay as they mature.

6. **Good Faith; Authority; Binding Effect**. All of the Loan Documents (hereinafter defined) were executed and delivered by Borrower in good faith and in exchange for fair equivalent consideration, and the Affiants are authorized to execute and deliver the Loan Documents on behalf of Borrower. Borrower further represents and warrants that the signatures of the Affiants (for and on behalf of Borrower) upon the Loan Documents (hereinafter defined) shall be binding upon Borrower.

7. **Compliance with Laws and No Hazardous Waste**. To the best of Borrower's knowledge, Borrower has complied with all applicable statutes and regulations of all governmental authorities having jurisdiction over Borrower and/or the property which is subject to the terms and provisions of the Declaration, and, to the best of Borrower's knowledge, Borrower is not in default with respect to any order, writ, injunction or decree of any court or governmental agency. Further, to the best of Borrower's knowledge, the property which is subject to the terms and provisions of the Declaration is not subject to any mortgage or other lien (except for any mortgages placed on a unit by a unit owner as to such unit only). Further, to the best of Borrower's knowledge, the property which is subject to the terms and provisions of the Declaration has not been used, is not presently being used, and will not in the future be used, for the handling, storage, transportation, or disposal of hazardous or toxic waste or materials. As provided in the Loan and Security Agreement, Borrower shall forever indemnify, defend and hold Lender harmless from and against any loss, liability or damage to Lender (including, without limitation, attorney's fees and costs and expenses) incurred or suffered by Lender as a result of any such past, present or future use, handling, storage, transportation, or disposal of

hazardous or toxic waste or materials on or adjacent to the property which is subject to the terms and provisions of the Declaration.

8. **Execution of Loan Documents**. That the Board of Directors of Borrower has authorized Affiants, on behalf of Borrower and not in their individual capacities, to execute and/or deliver the following documents to consummate the closing of the Loan and the transaction contemplated thereby (collectively the "Loan Documents"): (i) a Promissory Note in the amount of the Loan; (ii) a Mortgage, Assignment of Rents and Security Agreement encumbering the Property; (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) UCC-1 Financing Statements; (v) a Loan Agreement; (vi) an Environmental Compliance and Indemnity Agreement; (vii) a Loan and Security Agreement; (viii) a Closing Statement; (ix) this Affidavit; and (x) any and all other instruments and documents as may be required by the Lender in order to consummate the Loan. The UCC-1 Financing Statements shall evidence that the Lender holds a valid first lien against the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan; and (ii) all regular assessments, not including reserves and not including funds designated for reserves.

9. **Agreement to Cooperate; Further Assurances**. That even though it is intended that all of the Loan Documents which have been executed and delivered at closing in reference to the Loan shall be complete and correct, there might be the need to make certain corrections to the same. In consideration of the granting of the Loan, and as a material inducement of Lender to make and fund the Loan, Borrower promises that at all times that the Loan is in effect and upon Borrower being given notice by the Lender, Borrower shall make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or re-filed, at such time and in such place as shall be desirable by the Lender, in its reasonable discretion, any and all such further notes, instruments of further assurance, certificates, amendments, and any other documents as the Lender may consider necessary in order to effectuate, complete, perfect, continue and preserve the obligations of the Borrower under the Note and to comply with all federal and state governmental regulations applicable to this loan transaction.

10. **Incumbency**. That the following individuals represent the only individuals who occupy the offices and positions of Borrower, as listed beside their names:

| | |
|---|---|
| President | ZACK SHEWMAKER |
| Secretary | BEVERLY COWART |
| Treasurer | TERRI LESTER |

11. **Address**. Borrower further states to Lender for the purpose of any notice related to this Loan, Borrower's mailing address is:

9902 South Thomas Drive
Panama City Beach, Florida 32408

Furthermore, Borrower shall notify Lender of any change of mailing address of Borrower.

12. **Information Provided by Borrower**. To the best of Borrower's knowledge, all of the information furnished by Borrower to Lender in connection with the application for the Loan and all information furnished by Borrower subsequent thereto has been, at all times, true, accurate and complete.

13. **Continuing Obligation to Update the Names of the Officers and Directors of Borrower**. Borrower shall have the continuing, affirmative duty to update, on an annual basis, the corporate filing with the Secretary of State for the State of Florida as to the names of Borrower's officers and directors then in office. Borrower understands that Lender may rely on the most recent information provided by the Secretary of State for the State of Florida as to the names of Borrower's officers and directors.

14. **Purpose of Affidavit**. That this Affidavit is made for the purpose of inducing Lender to make and fund the Loan to Borrower in accordance with the terms of the Loan Documents.

# Exhibit "I"

15. **Oath**. Affiants certify that they have read all of the facts stated herein and that, on behalf of Borrower, Affiants confirm its contents.

**FURTHER AFFIANTS SAYETH NOT.**

_____
ZACK SHEWMAKER, President

_____
TERRI LESTER, Treasurer

STATE OF FLORIDA )
) SS:
COUNTY OF _____ )

The execution of the foregoing instrument was acknowledged before me this _____ day of December, 2021 by **ZACK SHEWMAKER**, as President of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**, a Florida not-for-profit corporation, by means of ☐ physical presence or ☐ online notarization, who ☐ is personally known to me or ☐ produced _____ as identification.

My Commission Expires:

_____
Notary Public
Print Name:_____

STATE OF FLORIDA )
) SS:
COUNTY OF _____ )

The execution of the foregoing instrument was acknowledged before me this ____ day of December, 2021 by **TERRI LESTER**, as Treasurer of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**, a Florida not-for-profit corporation, by means of ☐ physical presence or ☐ online notarization, who ☐ is personally known to me or ☐ produced _____ as identification.

My Commission Expires:

_____
Notary Public
Print Name:_____

# Exhibit "I"

## Exhibit "A-1"

## LEGAL DESCRIPTION

**Club Property:**
THOSE LANDS KNOWN AS "CLUB PROPERTY" AS DESCRIBED IN THE CLUB MEMBERSHIP AGREEMENT ATTACHED AS EXHIBIT "I" TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED.
More particularly described as:
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST AND SECTION I, TOWNSHIP 4 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND BEING ALL OF D.T. LLOYD'S ADDITION TO LONG BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 20, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND OTHER LANDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°58'03" WEST, A DISTANCE OF 1915.96 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PANAMA CITY BEACH BOULEVARD (100 FEET WIDE) (NOW KNOWN AS SOUTH THOMAS DRIVE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 395.20 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 4,621.73 FEET AND A CHORD THAT BEARS NORTH 89°38'15" EAST, 534.61 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°37'53", A DISTANCE OF 534.91 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2609, PAGE 344, SAID POINT BEING ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4617.25 FEET AND A CHORD THAT BEARS NORTH 84°45'02" EAST, 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL; THENCE SOUTH 00°01'28" WEST, ALONG THE EAST LINE OF AFORESAID PARCEL, 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 (ALSO BEING THE NORTHERLY LINE OF SAID SECTION I); THENCE NORTH 89°58'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 320.88 FEET; THENCE SOUTH 09°1 I '00" WEST, A DISTANCE OF 713.87 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH THOMAS DRIVE (100 FEET WIDE); THENCE NORTH 57°46'51" WEST, ALONG SAID NORTHEASTERLY RIGHT OF-WAY LINE, A DISTANCE OF 300.05 FEET; THENCE NORTH 57°43'03" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 874.14 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID PANAMA CITY BEACH BOULEVARD (NOW KNOWN AS SOUTH THOMAS DRIVE); THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.24 FEET TO THE SOUTHERLY LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.

Less and Except:
ALL CONDOMINIUM UNITS OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO THE UNITS SET OUT DECLARATION OF CONDOMINIUM.
Less and Except:;
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE S.89°58'03"W., 1130.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°58'03"W., 251.64 FEET; THENCE N.00°01'35"E., 398.28 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), SAID POINT BEING ON A CIRCULAR CURVE,

# Exhibit "I"

CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4,617.25 FEET AND A CHORD THAT BEARS N.84°45'02"E., 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET; THENCE S.00°01'28"W., 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.

And Less and Except:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3476, PAGE 626, PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS "COMMUNITY PROPERTY" AS DEFINED IN THAT CERTAIN COMMUNITY PROPERTY AGREEMENT WHICH CONSTITUTES EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, PUBLIC RECORDS OF BAY COUNTY, FLORLDA , AS AME OED; AS SUCH COMMUN1TY PROPERTY AGREEMENT WAS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

TOGETHER WITH:

WATER FEATURE PARTIALLY LOCATED ON PARCEL 4 AS DEPICTED IN THE SITE PLANS CONTAINED IN THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED, AND AS SHOWN ON SURVEY PREPARED BY BUCHANAN & HARPER, INC. AS JOB NO. 10962, DATED JANUARY 30, 2015.

# Exhibit "I"

**EXHIBIT "A-2"**

**Retail Units:**

RETAIL UNITS R-20, R-21, R-22, and R-23 OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO SUCH UNITS

# Exhibit "I"

**CORPORATE RESOLUTIONS OF**
**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**
**A FLORIDA NOT-FOR-PROFIT CORPORATION**

The undersigned officers of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**, a Florida not-for-profit corporation (the "Borrower") hereby certify that the following Resolutions have been adopted by the Board of Directors of the Borrower:

**RESOLVED,** that the Borrower shall be authorized to and is directed to borrow the sum of TWENTY MILLION AND NO/100 ($20,000,000.00) DOLLARS (the "Loan") from **CITY NATIONAL BANK OF FLORIDA** (the "Lender"), for the purposes (collectively the "Purposes") of providing Borrower with funds to: (i) acquire the parcels of real property (collectively the "Property") described within Exhibit "A" attached hereto; (ii) pay for the modernization of elevators; and (iii) have funds available for contingency purposes.

**FURTHER RESOLVED,** that the Loan shall be evidenced by a Promissory Note (the "Note") in the original principal amount of TWENTY MILLION AND NO/100 ($20,000,000.00) DOLLARS, and be secured by: (i) a Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") encumbering the Property; (ii) UCC-1 Financing Statements; (iii) a Loan Agreement; (iv) a Loan and Security Agreement; (v) an Environmental Compliance and Indemnity Agreement; and (vi) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights (the "Collateral Assignment"), all executed and/or delivered by the Borrower in favor of the Lender, the UCC-1 Financing Statements to evidence that Lender has a valid first lien encumbering the Property and the following assessments levied by Borrower against the condominium units which are subject to the terms and provisions of the Declaration (as said term is defined in the Collateral Assignment): (i) all special assessments designated for repayment of the Loan by Borrower; and (ii) all regular assessments, not including reserves and not including funds designated for reserves;

**FURTHER RESOLVED,** that the Board of Directors of the Borrower shall include a line item in each operating budget adopted by the Board of Directors of Borrower in an amount which will be sufficient to provide for all payments which will be due and payable in accordance with the terms and provisions of the Note;

**FURTHER RESOLVED,** that the Board of Directors of the Borrower shall, prior to closing the Loan, obtain approval for the Loan by appropriate means from the members of the Borrower, if required by the terms and provisions of the Declaration; and

**FURTHER RESOLVED,** that **ZACK SHEWMAKER,** as President of Borrower and **TERRI LESTER,** as Treasurer of Borrower, are hereby authorized and directed to execute and deliver on behalf of the Borrower: (i) the Note; (ii) the Mortgage; (iii) the Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iv) the UCC-1 Financing Statements; (v) the Loan Agreement; (vi) the Environmental Compliance and Indemnity Agreement; (vi) the Loan and Security Agreement; (vii) the Borrower's Affidavit; (viii) the Closing Statement; and (ix) any and all other instruments and documents as may be required by Lender in order to close the Loan.

# Exhibit "I"

**IT IS HEREBY CERTIFIED** that the foregoing Resolutions have been duly adopted at a meeting of the Board of Directors of Borrower, which meeting was called for such specific purpose and held in accordance with the current By-Laws and Articles of Incorporation of Borrower and in accordance with the laws of the State of Florida. It is further certified that the Board of Directors of Borrower has full power and authority to bind Borrower in accordance herewith and that the foregoing Resolutions are in full force and effect as of this date and that the foregoing Resolutions have not been altered, amended, modified or rescinded and, furthermore, the same shall be true, valid and binding upon Borrower at and after the closing of the Loan.

**IN WITNESS WHEREOF**, this instrument has been executed this _____ day of December, 2021.

**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.** a Florida not-for-profit corporation

By:_____
ZACK SHEWMAKER, President

By:_____
TERRI LESTER Treasurer

# Exhibit "I"

## Exhibit "A-1"

## LEGAL DESCRIPTION

**Club Property:**
THOSE LANDS KNOWN AS "CLUB PROPERTY" AS DESCRIBED IN THE CLUB MEMBERSHIP AGREEMENT ATTACHED AS EXHIBIT "I" TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED.
More particularly described as:
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST AND SECTION I, TOWNSHIP 4 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND BEING ALL OF D.T. LLOYD'S ADDITION TO LONG BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 20, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND OTHER LANDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°58'03" WEST, A DISTANCE OF 1915.96 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PANAMA CITY BEACH BOULEVARD (100 FEET WIDE) (NOW KNOWN AS SOUTH THOMAS DRIVE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 395.20 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 4,621.73 FEET AND A CHORD THAT BEARS NORTH 89°38'15" EAST, 534.61 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°37'53", A DISTANCE OF 534.91 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2609, PAGE 344, SAID POINT BEING ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4617.25 FEET AND A CHORD THAT BEARS NORTH 84°45'02" EAST, 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL; THENCE SOUTH 00°01'28" WEST, ALONG THE EAST LINE OF AFORESAID PARCEL, 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 (ALSO BEING THE NORTHERLY LINE OF SAID SECTION I); THENCE NORTH 89°58'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 320.88 FEET; THENCE SOUTH 09°1 I '00" WEST, A DISTANCE OF 713.87 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH THOMAS DRIVE (100 FEET WIDE); THENCE NORTH 57°46'51" WEST, ALONG SAID NORTHEASTERLY RIGHT OF-WAY LINE, A DISTANCE OF 300.05 FEET; THENCE NORTH 57°43'03" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 874.14 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID PANAMA CITY BEACH BOULEVARD (NOW KNOWN AS SOUTH THOMAS DRIVE); THENCE NORTH 00°00'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.24 FEET TO THE SOUTHERLY LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.

Less and Except:
ALL CONDOMINIUM UNITS OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA,

# Exhibit "I"

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO THE UNITS SET OUT DECLARATION OF CONDOMINIUM.
Less and Except:;
BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE S.89°58'03"W., 1130.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°58'03"W., 251.64 FEET; THENCE N.00°01'35"E., 398.28 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (A/K/A FRONT BEACH ROAD AND STATE ROAD NO. 10, BEING 66 FEET WIDE), SAID POINT BEING ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4,617.25 FEET AND A CHORD THAT BEARS N.84°45'02"E., 252.70 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°08'10", A DISTANCE OF 252.73 FEET; THENCE S.00°01'28"W., 421.26 FEET, TO THE SOUTH LINE OF SAID SECTION 36 AND THE POINT OF BEGINNING.
And Less and Except:
THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3476, PAGE 626, PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS "COMMUNITY PROPERTY" AS DEFINED IN THAT CERTAIN COMMUNITY PROPERTY AGREEMENT WHICH CONSTITUTES EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, PUBLIC RECORDS OF BAY COUNTY, FLORLDA , AS AME OED; AS SUCH COMMUN1TY PROPERTY AGREEMENT WAS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
TOGETHER WITH:
WATER FEATURE PARTIALLY LOCATED ON PARCEL 4 AS DEPICTED IN THE SITE PLANS CONTAINED IN THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AS AMENDED, AND AS SHOWN ON SURVEY PREPARED BY BUCHANAN & HARPER, INC. AS JOB NO. 10962, DATED JANUARY 30, 2015.

# Exhibit "I"

**EXHIBIT "A-2"**

**Retail Units:**

RETAIL UNITS R-20, R-21, R-22, and R-23 OF LAKETOWN WHARF, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2994, PAGE 1890, AND AMENDED BY SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 1925, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3295, PAGE 1872, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKETOWN WHARF A CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3586, PAGE 57, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS WHICH ARE APPURTENANT TO SUCH UNITS

# Exhibit "J"

**John Paul Townsend**
jtownsend@handfirm.com
**Board Certified Condominium Planned Development Attorney**

HAND ARENDALL HARRISON SALE

December 24, 2021

City National Bank
Attn: Richard A. Garcia,
Senior Vice President – Director of Association Banking
2855 S. LeJeune Road, 4th Floor
Coral Gables, FL 33134

Delivery Via: (1) First Class United States Mail, Postage Prepaid
(2) Email to: Richard A. Garcia: richard.garcia@citynational.com
Sergio Montiel: Sergio.montiel@citynational.com
Gary Korn: gkorn@leopoldkorn.com

Re: City National Bank ("Lender") $20,000,000.00 Loan ("Loan") to Laketown Wharf Resort Community Owners Association, Inc., a Florida corporation not for profit ("Borrower" or "Association"), with respect to that certain property known as the "Club Property" and four retail condominium units located at Laketown Wharf Condominium, 9902 South Thomas Drive, Panama City Beach, Bay County, Florida 32408 (the "Property")

Dear Lender:

This letter is in response to the request of Lender and Borrower that we provide an opinion to Lender confirming the authority of Borrower to borrow funds from Lender. We represent Borrower in this transaction. In connection with this request, we have reviewed the following documents:

1. Declaration of Condominium of Laketown Wharf, a Condominium, as amended;

2. Articles of Incorporation and Bylaws for Borrower, as amended;

3. Notice, Agenda, Minutes, and Affidavit of Delivery and Posting of Notice of Meeting of the members of the Association for November 19, 2219 meeting of the Association's members, continued to December 3, 2021 and continued to December 24, 2021; and

4. Notice, Agenda, Minutes, and Affidavit of Delivery and Posting of Notice of Meeting of Board of Directors for December 24, 2021 meeting of the Association's Board of Directors.

The foregoing items 1, 2, 3 and 4 are hereinafter collectively referred to as the "Reviewed Documents." Other documents to be signed by the Association in connection with the Loan are

referred to as the "Transaction Documents", which you have provided to us in draft form to include:

1. City National Bank Term Sheet signed by Zack Shewmaker, President of the Association, dated December 3, 2021;

2. Affidavit of No Pending Lawsuits;

3. Agreement to Cooperate;

4. Anti-Coercion Statement;

5. Borrower's Affidavit;

6. Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights;

7. Corporate Resolutions of Laketown Wharf Resort Community Association, Inc., a Florida Not-For-Profit Corporation;

8. Environmental Compliance and Indemnity Agreement;

9. State of Florida Uniform Commercial Code Financing Statement Form;

10. State of Florida Uniform Commercial Code Financing Statement Form – 2;

11. Loan Payment Debit Authorization/.Revocation of Authorization;

12. Loan and Security Agreement;

13. Loan Agreement;

14. Mortgage Assignment of Rents and Security Agreement;

15. Promissory Note; and

16. UCC – Rider.

This opinion letter is delivered to you with the consent of Borrower's Board of Directors. Based upon and subject to the foregoing, we are of the following opinion:

1. Borrower is a Florida corporation not for profit duly formed, validly existing, and in good standing under the laws of the State of Florida and has the power and authority to make the Loan.

2. Nothing contained in the Reviewed Documents limits the ability of the Board of Directors of the Association from entering into agreements or contracts to borrow money, upon approval by the requisite vote of the Association's membership.

3. Section 617.0302, Florida Statutes, provides that the corporate powers for every corporation not for profit organized under Chapter 617, Florida Statutes, include, *inter alia*, the power to "Make contracts and guaranties, incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure its obligations by mortgage and pledge of all or any of its property, franchises, or income."

4. Section 718.111(2), Florida Statutes, (Chapter 718, Florida Statutes, is Florida's "Condominium Act"), provides that "The powers and duties of the association include those set forth in this section and except as expressly limited or restricted in this chapter, those set forth in the declaration and bylaws and Part I of chapter 607 and chapter 617, as applicable."

5 This opinion is limited to the matters set forth herein and no opinion is to be implied or inferred beyond the matters expressly stated herein of the Association, its ability to repay the indebtedness, or the validity of the terms and conditions set forth in any document other than the Reviewed Documents.

The opinions herein expressed are subject to the following further qualifications, exceptions and assumptions:

a. We express no opinion as to the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium or similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination.

b. As to the Transaction Documents, we express no opinion as to the general enforceability of such documents or the enforceability of any specific provision due to draftsman's errors, omitted essential provisions or clauses, and the like. We express no opinion as to limitations imposed general principles of equity upon the availability of equitable remedies or the enforcement of provisions of the Transaction Documents, however, we are aware of no facts that would cause us to believe that the enforceability of the Transaction Documents would be compromised or limited by any equitable principles.

c. We express no opinion as to compliance with usury laws and local laws (which local laws consist of administrative decisions, and rules and regulations of county, municipal and political subdivisions), applicable anti-fraud statutes, rules or regulation of applicable state or federal law, or the effect of any actual or attempted waiver thereof.

d. We express no opinion as to the enforceability of any agreement or other instrument to which the Borrower is a party, except as specifically set forth above.

# Exhibit "J"



e. We express no opinion as to the date of attachment or priority of any security interest.

f. We express no opinion as to compliance by the Borrower with federal or state securities laws.

g. We express no opinion as to the fairness of the transactions contemplated by the Transaction Documents to the Borrower or its members.

h. We express no opinion as to the tax effects of any transaction contemplated by the Transaction Documents.

i. We express no opinion as to the matters governed by any laws other than the State of Florida, as in effect on the date hereof.

j. The opinions are based upon existing laws, ordinances and regulations in effect as of the date hereof and as they presently apply. We assume no obligation to supplement this opinion if, after the date of this opinion, any applicable laws change, or we become aware of facts that might change the conclusions expressed in this opinion.

k. To the best of our knowledge, the Association's directors have complied with all applicable fiduciary duties in connection with the approval of the Loan, the authorization of the Association representatives to execute the Transaction Documents, or the approval of any assessments levied to repay the Loan.

l. Our opinions as expressed in this letter are rendered as of the date hereof and are based on existing law which is subject to change. We express no opinion as to circumstances or events which may occur subsequent to the date hereof.

m. This opinion is furnished to the Lender, its successors and assigns, and may not be relied upon by any other person or for any other purpose without our prior written consent, except that this opinion may be relied upon by the respective successors, assigns and legal counsel of the Lender. We assume no obligation to supplement or update this opinion to reflect any facts or circumstances which may hereafter come to our attention or any changes in any laws or court decisions which may hereafter occur. We do not render any opinion by implication or any opinion with respect to matters other than those expressly set forth above.

Sincerely,

John P. Townsend
For the Firm

# Exhibit "J"

City National Bank
Bci FINANCIAL GROUP

| | |
|---|---|
| TO: | LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC. |
| FROM: | City National Bank of Florida |
| DATE: | December 28, 2021 |
| RE: | Interest Rate Swap |
| REF NO.: | CFCITYNATBAN2021122802 |

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The purpose of this communication is to set forth the terms and conditions of the Interest Rate Swap Transaction entered into on the Trade Date referred to below (the "Interest Rate Swap Transaction"), between City National Bank of Florida ("Party A" or "we") and LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC. ("Party B" or "you"). This communication constitutes a "Confirmation" as referred to in the ISDA Agreement specified below.

This Confirmation incorporates the definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Definitions"). In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

This Confirmation is subject to and incorporates the terms of the ISDA Master Agreement and Schedule dated December 17, 2021 between Party A and Party B (the "ISDA Agreement"). All provisions contained in, or incorporated by reference to, the ISDA Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of that ISDA Agreement and this Confirmation, this Confirmation shall prevail for the purpose of this Interest Rate Swap Transaction.

The terms of the particular Interest Rate Swap Transaction to which this communication relates are as follows:

| | |
|---|---|
| Notional Amount: | USD 20,000,000.00 for the initial Calculation Period and amortizing according to the attached Notional Schedule. |
| Trade Date: | December 28, 2021 |
| Effective Date: | December 28, 2021 |
| Termination Date: | December 15, 2041, with No Adjustment to Period End Dates |

Fixed Amounts:

# Exhibit "J"

City National Bank
Bci FINANCIAL GROUP

| | |
|---|---|
| Fixed Rate Payer: | Party B |
| Fixed Rate: | 4.07% |
| Fixed Rate Day Count Fraction: | Act/360 |
| Fixed Rate Calculation Periods: | The initial Calculation Period will be from and including the Effective Date to but excluding January 15, 2022, with No Adjustment to Period End Dates. Thereafter, from and including the fifteenth (15th) day of each month to but excluding the fifteenth (15th) day of the following month, with No Adjustment to Period End Dates. |
| Fixed Rate Payer Payment Dates: | Fifteenth (15th) calendar day of each month beginning with January 18, 2022, continuing until December 16, 2041, subject to adjustment in accordance with the Following Business Day Convention |

Floating Amounts:

| | |
|---|---|
| Floating Rate Payer: | Party A |
| Floating Rate Calculation Periods: | The initial Calculation Period will be from and including the Effective Date to but excluding January 15, 2022, with No Adjustment to Period End Dates. Thereafter, from and including the fifteenth (15th) day of each month to but excluding the fifteenth (15th) day of the following month, with No Adjustment to Period End Dates. |
| Floating Rate Payer Payment Dates: | Fifteenth (15th) calendar day of each month beginning with January 18, 2022, continuing until December 16, 2041, subject to adjustment in accordance with the Following Business Day Convention |
| Floating Rate Option: | USD-LIBOR-BBA |
| Designated Maturity: | 1 Month (No interpolation) |
| Floating Rate for Initial Calculation Period: | 0.10188% (exclusive of Spread) |

# Exhibit "J"

City National Bank
Bci FINANCIAL GROUP

| | |
|---|---|
| Floating Rate Day Count: | Act/360 |
| Floating Rate Spread: | 220.00 bps |
| Reset Dates: | First day of each Floating Rate Calculation Period, with No Adjustment |
| Compounding: | Inapplicable |
| Business Days: | New York |
| Party A LEI/CICI: | GDN5JXQ4P5NZE28ZRC90 |
| Party B LEI/CICI: | TBD |
| Reporting Party: | City National Bank of Florida will be the Reporting Party pursuant to parts 43 and 45 of the CFTC regulations. |
| Calculation Agent: | Per the ISDA |
| Governing Law: | New York |
| Payment Instructions Parties A and B: | Party A will debit/credit the Party A DDA account of Party B for payment. |

# Exhibit "J"

City National Bank
Bci FINANCIAL GROUP

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Interest Rate Swap Transaction by signing in the space provided below and sending a copy of the executed Confirmation to City National Bank of Florida, Attention: Luis Diaz, Email: luis.diaz@citynational.com.

**City National Bank of Florida**

By: Jsilva
Name: Jonathan Silva
Title: Financial & Treasury Analyst

**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION INC.**

By:
Name: Zack Shewmaker
Title: PRESIDENT

# Exhibit "K"

**AFFIDAVIT OF MAILING SECOND NOTICE OF ANNUAL MEMBERSHIP MEETING AND ELECTION ("NOTICE") TO ASSOCIATION MEMBERS OF LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC. ("ASSOCIATION")**

STATE OF FLORIDA
COUNTY OF BAY

BEFORE ME, the undersigned authority personally appeared Holly Bailey, who, after first being duly sworn, deposes and says:

1. I was the Community Association Manager for the Association on October 8, 2025, and was employed by Real Manage, LLC.

2. The annual ownership membership meeting and election were scheduled for October 25, 2025.

3. I do hereby swear and affirm that the **SECOND NOTICE OF ANNUAL MEMBERSHIP MEETING AND ELECTION OF DIRECTORS**, a copy of which is attached hereto, was furnished to Association members in accordance with Section 718.112(2)(d) and 718.112(2)(d)5.a., *Florida Statutes*, on October 8, 2025 (which mailing was not less than fourteen (14) days or more than thirty-four (34) days prior to the Annual Meeting and date of election) at the addresses last furnished to the Association, as such addresses appear on the books/directory of the Association.

FURTHER AFFIANT sayeth naught.

Holly Bailey

**NOTARY**

The foregoing instrument was sworn and subscribed before me this 29th day of April, 2026, by Holly Bailey, who is personally known to me.

[SEAL]

NOTARY PUBLIC
My Commission Expires:

MADELYN DAE TILLEY
Commission # HH 577994
Expires August 1, 2028

# Exhibit "K"

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.

## SECOND NOTICE OF ANNUAL MEMEBERSHIP MEETING AND ELECTION OF DIRECTORS

**MEMORANDUM**

**TO:** Members of Laketown Wharf Resort Community Association, Inc.
**DATE OF MAILING:** October 8th, 2025
**SUBJECT:** Second Notice of the Annual Membership Meeting and Election of Directors

---

The Annual Membership Meeting and Election of Directors is scheduled for **Saturday, October 25th, 2025**. **The meeting will be held at 1:00 PM (CST) in the Laketown Wharf Lakeview Conference Room, located at 9902 S. Thomas Drive, Panama City Beach, FL. 32408. Sign-in will begin at 12:30 PM (CST).** There will be an Organizational Meeting immediately following the Annual Meeting. The agenda for the Annual Meeting is as follows:

1. COLLECTION OF ELECTION BALLOTS
2. CERTIFYING OF PROXIES
3. PROOF OF NOTICE
4. CALL FOR QUORUM
5. READING OF MINUTES OF PREVIOUS MEETING OF MEMBERS
6. ANNOUNCEMENT OF ELECTION OF DIRECTORS
7. OLD BUSINESS
8. NEW BUSINESS
9. ADJOURNMENT TO ORGANIZATIONAL MEETING

**One-third of the voting interests of the entire membership** must be present at the meeting, in person or by proxy, for the business to be conducted, excluding the election of Directors. There shall be no quorum requirement for the election; however, at least twenty **(20%)** percent of the eligible voters must cast a ballot to have a valid election of members of the board.

**No unit owner shall permit any other person to cast the unit owner's ballot, and any such ballots improperly cast shall be deemed invalid.**

Enclosed with this Notice is a ballot for the election of Directors, as well as Information Sheets, prepared by the candidates for the Board, who are solely responsible for their contents. The Association is transmitting this information in accordance with the requirements by Florida Law; however, the Association is not in a position to verify the accuracy of the information or statements contained therein and disclaims any responsibility for the information contained within the Information Sheets.

# Exhibit "K"

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.

**Laketown Wharf Resort Community Association, Inc.**
**GENERAL PROXY**

The undersigned, owner(s) or designated voter of Unit No. _____ in Laketown Wharf Condominium, appoints _____ (PRINT NAME OF PROXYHOLDER) or _____, Association [Name, *Secretary*] (if no name is filled in), as my proxyholder to attend the Annual Meeting of the Members of Laketown Wharf Resort Community Association, Inc. (hereinafter referred to as "the Association"), to be held **Saturday, October 25, 2025, at 1:00 PM (CST), at the Laketown Wharf Lakeview Conference Room, 9902 S. Thomas Drive, Panama City Beach, FL. 32408**.

The proxyholder named above has the authority to vote and act for me to the same extent that I would, if personally present, including being counted as present for the purposes of establishing the required quorum count and voting to adjourn the meeting, with the power of substitution, except that my proxyholder's authority is limited as indicated below:

**GENERAL POWERS** (You may choose to grant general powers, limited powers, or both. Check "General Powers" if you want your proxyholder to vote on other issues which might come up at the meeting and for which a limited proxy is not required).

_____ GENERAL POWERS: I authorize and instruct my proxyholder to use their best judgement on all other matters which properly come before the meeting and for which a general proxy may be used under Chapter 718, Florida Statutes.

**LIMITED POWERS: FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUE, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW:**

_____

_____

_____ YES _____ NO

_____
SIGNATURE(S) OF OWNER(S) OR DESIGNATED VOTER

_____
SIGNATURE(S) OF OWNER(S) OR DESIGNATED VOTER

# Exhibit "K"

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

**********

**OWNER: DO NOT COMPLETE THIS SECTION. This section is to be filled in by the person to whom you have given your proxy (i.e., your proxyholder), in the event they cannot attend the meeting or otherwise wish to substitute for another person as your proxyholder.**

**SUBSTITUTION OF PROXYHOLDER**

The undersigned, appointed as proxyholder above, designates_____ (print name) to substitute for me in voting the proxy as set forth above.

_____ _____

SIGNATURE OF PROXYHOLDER DATE

# Exhibit "K"

## LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.

**Instructions for Completing Election Ballot**

Balloting for the Board of Directors is secret. The following are candidates who have qualified for the election to the Board of Directors of the Association. There are four (4) vacancies on the Board of Directors and owners may vote for up to four (4) individuals.

Please fill in the rectangle corresponding to the number next to the candidate's name. A ballot voting for more than four (4) individuals will be disallowed. Please clearly check up to 4 candidates or your ballot will be in-valid.

**Board Candidates are listed alphabetically by last name:**

| **Name of Candidate** | **Vote (No more than 4)** |
|---|---|
| **Vladimir Andreev** | |
| **Christopher Chason** | |
| **Rodney Decker** | |
| **Peter Gadaleta** | |
| **Michael Lynn** | |
| **Mark Meade** | |

Place the completed ballot into the inner ballot envelope (smaller envelope) and seal the envelope securely. If you own more than one {1) unit, a separate envelope must be used for each ballot voted.

Place the sealed inner envelope containing the marked ballot into the second envelope (larger envelope) addressed to the Association and seal securely. Please refer to "Exhibit A" attached in this mailout.

The eligible voter must sign the second envelope, in the upper left corner, and identify which unit they represent. The signer must also print their name legibly. Please be sure you are an eligible voter. A Voting Certificate has been enclosed for your convenience. Please contact the COA office at (850) 563-3999, if you have any questions regarding the Voting Certificate.

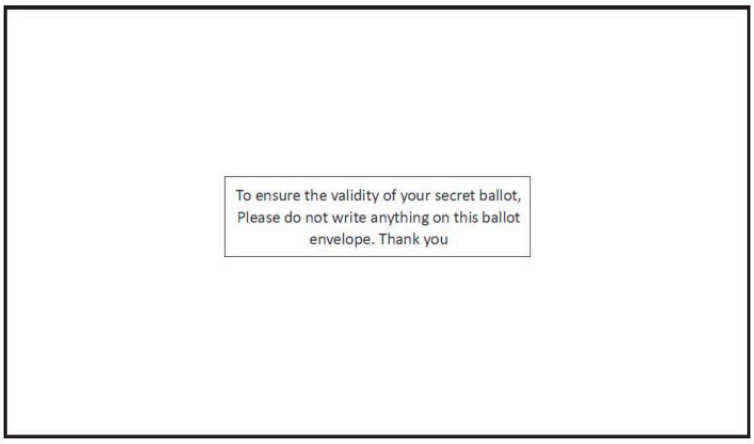
Please return the envelope to the Association prior to the time for tabulation of the ballots. The ballot box will be closed, and tabulation will commence at 1:00 PM (CST) on **October 25, 2025.**

# Exhibit "K"

**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.**

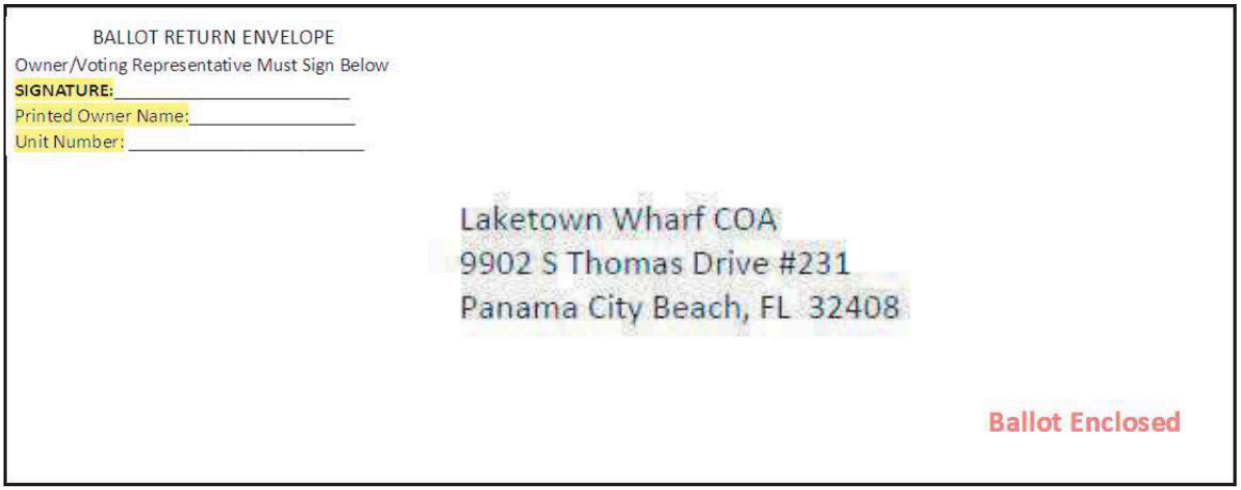
## Exhibit A

### Inner Ballot Envelope




**Note:** The inner ballot envelope is located inside the second envelope.

### Second Envelope



# Exhibit "K"

**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC**

## Candidate Information Form For Laketown Wharf Resort Community Association, Inc.

NAME: VLADIMIR ANDREEV

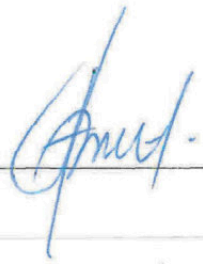
ADDRESS: 1012 ALABAMA AVE Lynn Haven, FL, 32444

EDUCATIONAL BACKGROUND: INSTITUTE OF TEXTILE INDUSTRY

BUSINESS EXPERIENCE: U.S. Many years as ALTERATION, TAILOR, Alteration MNG at NORDSTROM and others Co.

HOA EXPERIENCE: 2023 appointed volunteer working with BOD REGURDing INSURANCE LTW

ADDITIONAL QUALIFICATIONS AND AREAS OF EXPERIENCE:

SIGNATURE:  DATE: 08/29/2025

# Exhibit "K"

**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC**

**Candidate Information Form For**
**Laketown Wharf Resort Community Association, Inc.**

NAME: Chris Chason

ADDRESS: 7813 N. Lagoon Dr. PCB, FL 32408

EDUCATIONAL BACKGROUND: Bachelor's Degree in Business Admin. West Va. University

BUSINESS EXPERIENCE: Multiple careers: Federal Government, Laptop Computer Sales + Service, and Direct Market Advertising

HOA EXPERIENCE: Served on current board for last 5 months.

ADDITIONAL QUALIFICATIONS AND AREAS OF EXPERIENCE: I see eye to eye with Randy and the other board members. I think we are making a real difference at LTW and would like to continue the progress. I manage my short term rental so I know the challenges of owners that short term rent. Please consider me for this position. Thanks

SIGNATURE: C R A. C [illegible] DATE: 9/15/2025

# Exhibit "K"

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC

## NOTICE OF INTENT TO BE A CANDIDATE FOR THE BOARD OF DIRECTORS OF THE LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.

I, Rodney Decker, hereby place my name in nomination as a candidate for the Board of Directors. I (circle one) am/am not enclosing a one-page information sheet about myself. I understand that I am responsible for the accuracy of the information contained in the information sheet.

(Please type or print your name beneath your signature)

DATE: 8-29-2025

SIGNATURE: Rodney Decker

NAME: Rodney Decker

ADDRESS: 9860 S. Thomas Dr. Unit 1112
Panama City Beach, FL 32408

**It is solely the responsibility of the homeowner to return this form by September 15th, 2025.**

You may also include an information sheet with this notice. The information sheet must be submitted by **September 20th, 2025.**

* You are allowed a one-sided 8.5" x 11" sheet of paper for your information sheet. You may use the enclosed Candidate Information Form provided or a single sheet of your own.

Please return to Laketown Wharf Resort Community Association, Inc | C/O Holly Bailey | 9902 S. Thomas Drive, Unit 231 | Panama City Beach, FL 32408

**OR**

email LTWharf@ciramail.com with Candidate Intent Form 2025 in the subject line

# Exhibit "K"

Rodney Decker

9860 S. Thomas Drive Unit 1112

Panama City Beach, Florida 32408

I have a B.S. from Auburn University Montgomery and graduate studies from ASU and Auburn University. I have owned and operated a construction business since 1996. I have owned and operated a real estate brokerage firm since 2000. My construction company builds residential homes, multi-family properties, shopping centers, warehouses, medical offices and industrial buildings. My brokerage business focuses on commercial real estate sales and management.

I have been on several Hoa/Coa boards over the years. I have been the president of the Veritas Commercial Condominium Association board since 2008. This commercial complex consists on 14 commercial units. I have been the treasurer for the Gatewood Home Owner's Association board since 2001. Gatewood is a 28-unit townhome community. I am currently serving on the Creekside of Auburn board as vice-president. Creekside of Auburn is a 365-unit condominium complex designed for student living in Auburn, Alabama.

I am a licensed general contractor, residential home builder and real estate broker in the state of Alabama. I have owned property in Panama City Beach since 2006. Lake Towne Wharf is a great property and has lots to offer residents and guests. I believe my knowledge and experience can benefit the LTW community.

# Exhibit "K"

**LAKETOWN WHARF RESORT**
**COMMUNITY ASSOCIATION, INC**

## Candidate Information Form For
## Laketown Wharf Resort Community Association, Inc.

NAME: Peter Gadaleta

ADDRESS: 203 Cicero St, Panama City Beach, FL 32407

EDUCATIONAL BACKGROUND: MBA (Masters of Business Adminstration) - Manhattan Universiity

B.S. - Finance concentration

BUSINESS EXPERIENCE: Current Business Owner, 30 year Corporate Leader for Amazon,

UPS, and Phillip Van Heusen

HOA EXPERIENCE: Current Board Member

ADDITIONAL QUALIFICATIONS AND AREAS OF EXPERIENCE:

SIGNATURE: P Gadaleta DATE: 9/15/2025

# Exhibit "K"

**LAKETOWN WHARF RESORT**
**COMMUNITY ASSOCIATION, INC**

**NOTICE OF INTENT TO BE A CANDIDATE**
**FOR THE BOARD OF DIRECTORS OF THE**
**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.**

I, Michael Lynn, hereby place my name in nomination as a candidate for the Board of Directors. I (circle one) am/am not enclosing a one-page information sheet about myself. I understand that I am responsible for the accuracy of the information contained in the information sheet.

(Please type or print your name beneath your signature)

DATE: 09/12/2025

SIGNATURE:

NAME: Michael Lynn

ADDRESS: 9860 S Thomas Drive 407

Panama City Beach, Fl 32408

**It is solely the responsibility of the homeowner to return this form by September 15th, 2025.**

You may also include an information sheet with this notice. The information sheet must be submitted by **September 20th, 2025.**

* You are allowed a one-sided 8.5" x 11" sheet of paper for your information sheet. You may use the enclosed Candidate Information Form provided or a single sheet of your own.

Please return to Laketown Wharf Resort Community Association, Inc | C/O Holly Bailey | 9902 S. Thomas Drive, Unit 231 | Panama City Beach, FL 32408
**OR**
email LTWharf@ciramail.com with Candidate Intent Form 2025 in the subject line

# Exhibit "K"

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC

**Candidate Information Form For**
**Laketown Wharf Resort Community Association, Inc.**

NAME: Mark C. Meade

ADDRESS: 9860 S. Thomas Dr Unit 1702, PCB FL 32408

EDUCATIONAL BACKGROUND: College Degree

BUSINESS EXPERIENCE: Over Meade Brokerage
American Stock Exchange

HOA EXPERIENCE: Vice President at LTW
10/23 - present

ADDITIONAL QUALIFICATIONS AND AREAS OF EXPERIENCE:
See attached

SIGNATURE: [signature] DATE: 9/12/25

# Exhibit "K"

September 12, 2025

WRIITEN NOTIFICATION TO THE ASSOCIATION FOR THE ELECTION OF DIRECTORS IN THE UPCOMING BOARD ELECTIONS SCHEDULED FOR OCT. 25, 2025,

My name is Mark C Meade and I am noticing the Association of my intent to run for re-election to the LTW Board of Directors. I currently serve as the Vice President of the LTW Board.

I am running for re-election to the Board to continue the marked improvements that this Board has accomplished on the LTW Property. I only represent the owners at LTW. That is my fiduciary duty that I have always faithfully followed Additionally, I believe that I am the only Board member that resides at LTW full-time.

I feel this is significant as I am on the property, observing its condition and maintenance. I am also engaged with the owners that are on the property and I have listened to their concerns. This provides information that I can address as a Board Member.

I serve all owners of all property types. I understand that many of our owners are investors. I respect these entrepreneurs managing their units as an ROI. I understand investing fully and always make it a priority to facilitate the effective operation of their business.

I hope I have earned your vote based upon prior dedication to the improvement of LTW. I ask for your vote and promise to only represent the interests of the owners at LTW. Respectfully submitted. Mark C Meade VP LTW Board.

# Exhibit "K"

LAKETOWN WHARF RESORT
COMMUNITY ASSOCIATION, INC.

October 25, 2025

**ORAGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS**

**NOTICE** is hereby given to all owners of **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.** that an **ORAGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS meeting will be held** for **Saturday, October 7th, 2025,** immediately following the Annual Meeting for business as may be lawfully conducted.

**Organizational Meeting of the Board of Directors**

**Date:** Saturday, October 25th, 2025
**Time:** Immediately Following the Annual Meeting
**Place:** Laketown Wharf - Lakeview Conference Room
9902 S. Thomas Dr., Panama City Beach, FL. 32408

**AGENDA**

1. CALL TO ORDER
2. CALL OF ROLL & ESTABLISHING A QUORUM
3. PROOF OF NOTICE
4. APPROVAL OF UNAPPROVED MINUTES
5. APPOINTMENT OF OFFICERS
    a. President
    b. Vice President
    c. Treasurer
    d. Secretary
6. MEETING ADJOURNMENT

**DULY POSTED ON THIS 8th DAY OF OCTOBER 2025**

Holly Bailey, LCAM | CMCA – Director, Operations
Laketown Wharf Resort Community Association, Inc.

# Exhibit "K"

**LAKETOWN WHARF RESORT COMMUNITY ASSOCIATIONS, INC.**

**Limited Proxy**

**KNOW ALL PERSONS BY THESE PRESENTS:**

I, the undersigned owner(s), or their voting representative, of the condominium unit below at LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC. do hereby constitute and appoint the secretary of the Association, or his/her designee, or _____

(this individual MUST be present at the meeting in order for your vote to be counted) as my proxy holder to attend the meeting of the member of the association, to be held on October 25th, 2025, at 1:00 P.M. (CT) at 9902 S. Thomas Drive, Panama City Beach, FL 32408, Lakeview Conference Room, or any adjournment thereof, nut in no event longer than 90 days after the date of the meeting indicated herein. This proxy can be revoked at any time prior ti the meeting at the please of the undersigned. The Proxy holder name above has the authority to vote and act for me to the same extent that I would if personally present, with the power of substitution, as granted or limited below (granted authority must be selected by you below in order for your proxy to vote on your behalf):

**LIMITED POWERS**

**FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW:**

1. I consent that any excess of membership expenses for the year ending December 31st, 2025, shall be applied against the subsequent tax year member assessments as provided by the **IRS Revenue Ruling 70-604.** (This Revenue Ruling allows your association to transfer excess assessments, if any, to the next year to avoid paying income taxes. Your Association CPA recommends that owners vote and approve this item on an annual basis)

_____ Yes | _____ No

The undersigned ratifies and confirms any and all acts and things that the proxy may do or cause to be done on the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revokes all prior proxies previously executed.

Dated: _____, 2025

Owner: _____, _____ Unit # _____

**Substitution of Proxy (if necessary)**

The undersigned, appointed as proxy above, do hereby designate: _____ _____ to substitute for me in the proxy set forth above. Dated this _____ day of _____, 2025.

Name: _____

# Exhibit "L"

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

File # 2011001370
OR BK 3295 Pages 1872 - 1959
RECORDED 01/10/11 14:39:33
Bill Kinsaul, Clerk
Bay County, Florida
DEPUTY CLERK GB
#1
Trans # 1018839

## FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LAKETOWN WHARF, A CONDOMINIUM

**THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LAKETOWN WHARF, A CONDOMINIUM** (this "First Amendment") is made by Laketown Wharf Marketing, LLC, a Delaware limited liability company ("Developer").

### RECITALS

**WHEREAS,** the Declaration of Condominium for Laketown Wharf, A Condominium was recorded on November 14, 2007, in Official Records Book 2994, Page 1890, as amended by a Special Amendment to Declaration of Condominium of Laketown Wharf, A Condominium, recorded on July 21, 2008, in Official Records Book 3068, Page 1925, both of the public records of Bay County, Florida (collectively, the "Declaration"); and

**WHEREAS**, Developer is the successor Developer of Laketown Wharf, a Condominium (the "Condominium"), which was created pursuant to the Declaration; and

**WHEREAS**, in order to promote the efficient and harmonious operation of the Condominium, Developer desires to amend the Declaration to clarify the scope of uses and maintenance responsibilities with respect to various categories of property located within or in close proximity to the Condominium, to clarify the rights of the Developer, the Association and the unit owners in connection with the operation of the Condominium, and to undertake various other revisions to the Declaration for the benefit of the development, as more fully described hereinafter; and

**WHEREAS,** in accordance with the provisions of Section 15 of the Declaration, the Board of Directors (the "Board") of the Laketown Wharf Resort Community Association, Inc. (the "Association") proposed and adopted a resolution approving the proposed First Amendment at a duly noticed meeting of the Board, and more than two-thirds (2/3) of the owners of units in the Condominium approved the proposed First Amendment at a duly noticed meeting of the membership of the Association; and

**WHEREAS,** an exhibit to the Declaration was the By-Laws of Laketown Wharf Resort Community Association, Inc. ("Association"), which instrument can be found in Official Records Book 2994 at Page 2009, public records of Bay County, Florida, as may have been amended and supplemented from time to time (collectively, "By-Laws "); and

**WHEREAS,** certain modifications need to be made to the By-Laws in order to comply with state statutory and regulatory requirements, as more particularly described hereinafter, and to otherwise be consistent with the terms and provisions of the Declaration; and

**WHEREAS**, in accordance with the provisions of Article IX of the By-Laws, the Board proposed and adopted a resolution approving the amendments to the By-Laws at a duly-called and noticed meeting of the Board; and

**WHEREAS,** the afordescribed amendment to the By-Laws was approved by the membership at a meeting of the Association membership duly called and noticed in accordance with the By-Laws on December 16, 2010, in accordance with the requirements of the Florida Condominium Act and the By-Laws, and such evidence is contained within the minutes of the Association; and

**WHEREAS**, the Developer and the Association have also entered into amendments to the Community Property Agreement and the Club Membership Agreement, both of which were attached to the Declaration as Exhibits; and

**WHEREAS**, for purposes of providing record notice of the amendments to the Community Property Agreement and the Club Membership Agreement, copies of the same have been attached to this First Amendment as Exhibits 1 and 2, respectively; and

**WHEREAS,** the survey and plot plan for the Condominium Property is presently contained in two separate sets of drawings, one which was recorded with the original Declaration and another with the Special Amendment; and

**WHEREAS**, the Developer now desires to consolidate such drawings into one exhibit for purposes of clarity, as is attached to this First Amendment as Exhibit 3; and

**WHEREAS**, the Developer further desires to amend the Declaration to correct scrivener's errors with respect to the number of square feet attributed to certain commercial and retail units as more particularly described hereinafter; and

**WHEREAS**, the Developer now desires to amend the Declaration in the manner more fully described hereinafter.

**NOW, THEREFORE,** in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby states and declares as follows (where applicable, double-underlined text indicates text that has been added and ~~strikeout text~~ indicates text that has been deleted):

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Declaration.

2. Section 1.B. of the Declaration is hereby amended to read as follows:

B. The Land. The lands of the Condominium Property ~~lands owned by the Developer, which by this instrument are~~ were submitted to the Condominium form of ownership with the original recording of this Declaration and lie ~~, are the lands lying~~ in Bay County, Florida, described on Exhibit A attached hereto~~, subject to an Agreement between Laketown Wharf Management Services, L.L.C., a Florida limited liability company, its successors and assigns ("Laketown Wharf Management"), and Developer for ingress and egress and for the purpose of providing on-site rental management and other services, as negotiated between Laketown Wharf Management and Developer. (The "Management Agreement")~~. The Condominium Property ~~land~~ is also subject to a Community Property Agreement and a Club Membership Agreement as recorded in the Official Records of Bay County, Florida granting an easement to the Developer its successors and assigns, for the purpose of providing ingress and egress for roadways and utilities, including without limitation to, water, sanitary sewer, electric, gas, cable television, internet and telephone services to parcels of land adjacent to the Condominium and/or Community Property (the "Sites"), and creating other rights and privileges. The ~~s~~Sites will be used for commercial, recreational and any other lawful other purposes, including handling sales and rentals of units in the ~~c~~Condominium and the Resort, and food, and beverage, and other related services and recreational opportunities to the Condominium and the Resort. The Sites are described as a Front Desk, Commercial Offices, Lobby, Mens' Restrooms, Womens' Restrooms, Commercial Registration, Commercial Linen Storage, Commercial Recreation, Arcade, Commercial Valet, Janitor Closets, Restaurants, other commercial spaces which will serve as retail space, and Lakeside Bar-B-Q as shown on Exhibit E to the Prospectus, and there may be additional or different uses within the Sites.

The Developer intends to make every effort to obtain the necessary approvals to add a Theatre, an Ampitheatre on the lake, Boardwalk Decks over the water, Dock Area, Boat Slips, a Bridge to the Amphitheatre, a Bridge to the Lakeside Pool, additional Kiosks, and a Gazebo in the

Lake, although there are no promises or guarantees that any or all of these additional sites will be approved. Certain of these facilities may exist as of the effective date of this provision, and all of such facilities constitute or shall constitute a part of the Club Property. ~~These facilities will be built on the condition that the developer can obtain the necessary approvals and permits from the Army Corps of Engineers and the Florida Department of Environmental Protection. If the facilities are built, they will belong to the Developer and will be part of the club at Laketown Wharf, Inc. If they are to be built, these facilities will be completed by March, 2007 the Developer will spend a minimum amount of $25,000 in personal property for these facilities.~~

The facilities impacting the lake will not require or be subject to a submerged land lease.

3. Section 2.E. of the Declaration is hereby amended to read as follows:

E. Common Elements means the Condominium property that is not within the units. The term "Common Property" as may be used herein or on the survey or plot plans attached as exhibits to this Declaration shall be deemed to be synonymous with the use of the term "Common Elements" under this Declaration.

4. Section 2.I. of the Declaration is hereby amended to read as follows:

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

5. Section 2.S. of the Declaration is hereby created to read as follows:

S Association Property means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

6. Section 2.T. of the Declaration is hereby created to read as follows:

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

7. Section 2.U. of the Declaration is hereby created to read as follows:

U Club Property means that property described in and being the subject of the Club Membership Agreement.

8. Section 3.D.(8) of the Declaration is hereby created to read as follows:

(8) Notwithstanding any provision in this Declaration to the contrary:

(a) all easements stated to be granted and/or reserved under this Declaration shall be deemed to be reserved in favor of the Developer and its successors or assigns with the power to take action thereunder for so long as Developer owns at least one Unit in the Condominium, it being the intention of the Developer and the Association to ensure that the Developer has all rights and powers to enter into easement or other agreements as may be necessary or otherwise appropriate for the betterment of the Resort;

(b) An easement is hereby reserved to the Developer, and is granted to the Association with the power to assign, over, under, upon and through the Condominium Property as may become necessary for the purposes of access to, constructing or maintaining improvements upon, providing utility access to or across, or providing drainage to or from the Condominium Property or the Sites, any other lands which are now a part or which may become

a part of the Laketown Wharf community, or other lands adjacent to the Laketown Wharf community; provided, however, that the easements created under this subsection shall not interfere with the residential use of the Units or the reasonable use of the Condominium Property. Neither the Unit Owners nor the Association, nor their use of the Condominium Property, shall interfere in any way with the Developer's completion and sale of Units or other lands located within the Laketown Wharf community;

(c) Easements are hereby created over, under, across, in and through the Condominium Property for the purposes of permitting the Developer to act upon and carry out its rights and duties, expressed or implied, pursuant to this Declaration and its exhibits, and to facilitate such other actions by appropriate parties as may be reasonably necessary to further the advancement of the Condominium and the Laketown Wharf community;

(d) An easement is reserved to the Developer, with the power to assign, over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(e) For as long as there are any unsold Units, the Developer shall have an easement to permit the use of any such Units and portions of the Common Elements for model condominiums and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and residential Units within the Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units (or the other aforesaid residential Units) for sale or lease.

(n) Until such time as the Developer completes and sells all of the Units in the Condominium, with regard to any portion of the Common Elements which are under or require construction or which may be necessary in order for Units to be completed, the Developer reserves the right to prohibit access to any of the occupants of the Condominium, and to utilize various portions of the Common Elements or the Units in connection with such construction and development. No Unit Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees or its successors or assigns.

9. Section 3.F. of the Declaration is hereby amended to read as follows:

F. Common Elements. The Common Elements include the land and all parts of the Condominium not included in the ~~u~~Unit. The Common Elements shall also include those portions of the Condominium Property physically located within the perimetrical boundaries of a ~~u~~Unit, except interior surfaces, contributing to the support of the ~~c~~Condominium buildings, which portions shall include, but not be limited to, (i) the outside walls of the ~~c~~Condominium buildings, including the exterior building finish, and all fixtures on its exterior, (ii) boundary walls between ~~u~~Units and between ~~u~~Units and ~~other~~ the Common Elements ~~areas~~, as applicable, ~~and~~-(iii) floor and ceiling decking, load bearing columns and load bearing walls, as well as any structures within the ~~u~~Unit which support the ~~c~~Condominium buildings, (iv) any hallways, foyers, doors, elevators, stairwells, alarm systems, access systems, or security systems not contained within a specific Unit which are not otherwise a part of the Community Property or the Club Property, (v) the exterior surface of the main entrance doors to the Units, and (vi) any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Florida Condominium Act. The Common Elements shall also include those items and facilities serving more than one ~~u~~Unit, such as electrical and utility lines, television cabling, parts of the plumbing system and similar items and facilities that are or may be physically located within the perimetrical boundaries of a ~~u~~Unit within the partition walls between ~~u~~Units or between ~~u~~Units and adjoining ~~c~~Common ~~e~~Element areas or similar areas. Unit balconies, assigned parking

spaces, ~~and~~ unit air conditioners and Front Door Locks (as hereinafter defined) shall be considered Limited Common Elements reserved for the exclusive use of ~~the~~ a particular ~~u~~Unit~~owners to which the unit balcony is connected~~ to the exclusion of other ~~u~~Units.

10. Section 3.G. of the Declaration is hereby created amended to read as follows:

G. Specific Provisions Concerning Limited Common Element Front Door Locks. Each Unit is equipped with an electronic keyless entry system (the "Front Door Locks"), which is deemed to be a Limited Common Element for that Unit. The Front Door Locks shall be maintained (including periodic battery replacement), repaired or replaced by the Association, and the cost of such maintenance, repair and replacement shall be charged against the applicable Unit. The electronic Front Door Locks also accept standard, physical keys, which will be made available to Unit Owners upon request. The Association may, but is not required to, charge a fee for the provision of physical keys, including replacement physical keys. The Unit Owner shall be solely responsible for notifying the Association that the batteries contained within the Front Door Lock for his or her Unit require change.

11. Section 4.C.(3) of the Declaration is hereby amended to read as follows:

(3) Limited Common Elements.

(a) Any air conditioning compressors or other equipment, balconies ~~and~~, assigned parking spaces and Front Door Locks for each ~~u~~Unit are deemed to be, and shall be, Limited Common Elements.

(b) As specifically contemplated under the Community Property Agreement, as amended, Developer shall assign not less than one parking space in the parking garage or upon the surface parking lots (if available and desired by a unit owner) as a limited common element appurtenant to a Unit. Such assignment is intended to occur at the time of conveyance of the Unit, but may in fact occur subsequent to closing. Developer shall be entitled to retain any and all monies paid for the assignment of a limited common element parking space. In any event, following the initial conveyance of a Unit to a third party individual purchaser, at all times each Unit shall have not less than one appurtenant limited common element parking space. The allocation and designation of a limited common element parking space shall be made by an unrecorded written instrument given to the purchaser at closing. Thereafter, in the event that 2 or more Unit Owners wish to exchange a space, they may do so by surrendering their allocation instruments to the Developer (or if the Developer has conveyed the Community Property to the Association, then the Association), which shall re-issue allocation instruments reflecting the exchange; provided, however, that each Unit shall at all times have no less than 1 appurtenant limited common element parking space. Allocations may only be changed with the written consent of the holder; provided, however, the Developer (or if the Developer has conveyed the Community Property to the Association, then the Association) shall have the absolute right to make allocations or re-allocations of parking spaces to accommodate the needs of handicapped persons. Allocated limited common element parking spaces shall pass with the title to the Unit.

12. Section 4.E.(2)(a) of the Declaration is hereby amended to read as follows:

(a) By the Association. The maintenance and operation of the Common Elements, (except as otherwise provided in Sections 4.E.(b)(i) and 3.F.(1) hereof) and the Limited Common Elements, shall be the responsibility of the Association and a ~~common expense~~ Common Expense of ~~this~~ the Condominium.

13. Section 6.E. of the Declaration is hereby amended to read as follows:

E. Directors. Directors must have an ownership interest in a ~~u~~Unit per the Articles of Incorporation, except as otherwise provided in the Articles of Incorporation, which specifically provides that directors appointed by the Developer pursuant to its reserved rights under Section 718.301(1), Florida Statutes, are not required to have an ownership interest in a Unit.

14. Section 7 of the Declaration is hereby amended to read as follows:

7. COMMUNITY PROPERTY AGREEMENT. The Association has entered into the Community Property Agreement with the Developer, pursuant to the Condominium Act, specifically including, but not necessarily limited to, Section 718.114 thereof. ~~This agreement is intended to provide~~ The Community Property Agreement provides for the enjoyment, recreation and other use or benefit of the ~~u~~Unit ~~o~~Owners and others, and for the payment of the expenses ~~of~~ connected with the operation, ~~replacements~~ maintenance, repair, replacement and other undertakings ~~in connection therewith, as set forth in more detail therein, and~~ concerning the Community Property, which expenses are hereby declared to be Common Expenses of the Condominium. As set forth in the Community Property Agreement, it is intended that certain ~~properties included within~~ portions of the Community Property are to be leased by Developer to third parties for rent or other consideration, for the purpose of ~~making available~~ providing goods and services for ~~which~~ a fee to unit owners and their ~~guest will be charged~~ guests, and to the general public, and for other authorized purposes. Additionally, ~~this agreement~~ the Community Property Agreement includes covenants and restrictions concerning use by ~~u~~Unit ~~o~~Owners as well as other provisions, all of which are set forth in more detail in ~~Exhibit B~~ the Community Property Agreement attached hereto as Exhibit B and made a part hereof.

**RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED BY THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS WITHOUT FIRST OBTAINING THE CONSENT OF THE UNIT OWNERS OR OF THE ASSOCIATION.**

15. Section 8 of the Declaration is hereby amended to read as follows:

8. CLUB MEMBERSHIP AGREEMENT. The Association has entered into ~~The~~the Club ~~at Laketown Wharf~~ Membership Agreement with the Developer. ~~Pursuant~~ pursuant to the Condominium Act, specifically including but not necessarily limited to Section 718.114 thereof~~,~~ ~~this agreement~~. The Club Membership Agreement is intended to provide for the enjoyment, recreation and other use or benefit of the unit owners and others, and for the payment of the expenses ~~of~~ connected with the operation, ~~replacements~~ maintenance, repair, replacement and other undertakings ~~in connection therewith, as set forth in more detail therein,~~ concerning the Club Property, which expenses are hereby declared to be ~~common expenses~~ Common Expenses of the ~~condominium~~ Condominium. Additionally ~~this agreement~~ the Club Membership Agreement includes covenants and restrictions concerning use by unit owners as well as other provision, all of which are set forth in more detail ~~herein.~~ in the Club Membership Agreement attached hereto as Exhibit I and made a part hereof.

16. Section 11.G. of the Declaration is hereby amended to read as follows:

G. Proviso. Provided, however, that until such time that the Developer has ~~completed all of the contemplated improvements and closed the sales of all developer owned units included within Laketown Wharf~~ conveyed all Developer-owned units in the Condominium, neither any unit owner nor the Association nor ~~the~~ any use of the Condominium shall interfere with the ~~completion of the contemplated improvements and the~~ sale, rental or leasing of ~~the~~ Developer-owned units. The Developer may make such use of the unsold ~~developer~~ Developer-owned units and ~~common elements~~ Common Elements as may facilitate such ~~completion and sale~~ sales, rental or leasing activity, including but not limited to the maintenance of a sales, rental and leasing office, the showing of any ~~units of any condominium that may ultimately be a part of Laketown Wharf~~ Developer-owned units to prospective purchasers or tenants, and the display of signs and ~~rental of unsold units~~ other promotional materials to advertise units for sale, rent or lease. The sales, rental and leasing office, the furniture and furnishings in all model units, the signs and all items pertaining to ~~sales~~ the sale, rental and leasing of units shall not be Common Elements and shall remain the property of the Developer. The Developer shall have the absolute right to rent or lease unsold ~~developer owned Condominium units subject to any duly adopted requirements imposed by the Association and which are applicable to all other owners and units.~~ Developer-owned units and, in addition, to implement a rental or leasing program to offer for rent or lease units in the Condominium, whether such units are owned by the Developer or by other owners who wish to participate in the rental or leasing program; in furtherance of such right,

Developer may establish a separate rental or leasing program office, or designate for such purpose certain portions of the Condominium Property which are either owned by Developer or which Developer has the right to use pursuant to the Use Agreements, as hereinafter defined.

17. Section 18 of the Declaration is hereby created to read as follows:

18. AGREEMENTS CONCERNING ALLOCATION OF USES. The Association and the Developer, and the Developer's successors and assigns, shall have the right and power to enter into certain easement agreements, lease agreements, license agreements or other use agreements (collectively, the "Use Agreements") with each other concerning the use and occupancy of the Association Property, Common Elements, Club Property, Community Property and any other real or personal property now or hereafter owned or controlled by either the Association or the Developer and the Developer's successor and assigns. The Use Agreements will provide for, among other things, the permitted uses of the affected property, and for the allocation of duties and costs with respect to the maintenance, repair, replacement and/or reconstruction of the affected property. Notwithstanding anything seemingly to the contrary contained in this Declaration, the Association may enter the Use Agreements upon the approval of a majority of the Board of Directors, and upon a finding by the Board of Directors that such action is for the benefit of the members of the Association.

18. Section 19 of the Declaration is hereby created to read as follows:

19. SPECIFIC RESERVED RIGHTS OF DEVELOPER.

A. The Developer hereby reserves the right to convey to the Association any real property contiguous to the Condominium Property free and clear of liens and encumbrances including, but not limited to, all or certain portions of the Community Property, or wetlands or other parcels more suitable to become Association Property rather than Common Property. All costs and expenses associated with such Association Property shall be Common Expenses. The Association shall be required to accept any such conveyance from the Developer.

B. If the Developer elects to add or expand any recreational facilities or any other portion of the Common Property, the Developer shall pay all the expenses relating to the construction or the providing of such addition or expansion and shall record an amendment to this Declaration describing such property. The amendment shall be executed with the formalities of a deed and recorded in the public records. No approval or action of the Association, Unit Owners or mortgagees shall be necessary for adding such additional Common Property to condominium ownership. All costs of maintenance, repair and replacement relating to the addition or expansion of the recreational facilities or any other portion of the Common Property shall be a Common Expense.

19. Section 20 of the Declaration is hereby created to read as follows:

20. ASSOCIATION MAY MAINTAIN MASTER KEY; RIGHT OF ENTRY. The Association may, but shall not be obligated to, maintain a master key which permits entry into all Units in the Condominium, and the Association is hereby empowered to enter all units in the Condominium, for the purposes of (i) performing any maintenance, repair or replacement of such portions of the Unit and/or the Limited Common Elements as may be required by this Declaration or the Florida Condominium Act, (ii) performing extermination services, or (iii) at any time and by force, if necessary, for making emergency repairs necessary to prevent damage to the Condominium, the Common Elements, the unit or any other Unit or Units; provided, however, that the Association has no duty or obligation to make such emergency repairs.

20. Section 21 of the Declaration is hereby created to read as follows:

**21. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF 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 SHALL NOT**

BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, 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 CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY 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, THE CITY OF PANAMA CITY BEACH AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

C. ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF 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.

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

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

21. Article III, Section 3.1, of the By-Laws is hereby amended to read as follows:

3.1 The annual meeting of Members shall be held once in each calendar year at the office of the Association or such other place in Bay County, Florida, at such time and on ~~the second Saturday in October of~~such date in each calendar year as may be determined by the Board of Directors ~~and as shall be specified in the notice of the meeting~~, for the purpose of electing Directors in accordance with the provisions hereof, and of transacting any other business ~~authorized to be transacted by the Members~~as may have been stated in the notice for said meeting. Notice of such meeting shall be provided in accordance with applicable provisions of Section 718.112, Florida Statutes.

22. Article III, Section 3.3, of the By-Laws is hereby amended to read as follows:

3.3 Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose

for which the meeting is called. The notice of any meeting to consider assessments shall specifically state that fact and the nature of the assessment. Each notice of the annual meeting or any meeting to consider assessments shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed ~~or~~, delivered personally or electronically transmitted to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be mailed via first class United States mail, certified, return receipt requested, addressed to the Member at the Member's Post Office address as it appears on the records of the Association, with postage thereon prepaid. The post office certificate of mailing shall be retained as proof of such mailing; provided, however, that if Florida law is subsequently changed to eliminate the requirement for a post office certificate of mailing, such notice shall be deemed properly given when deposited in the United States Mail, postage prepaid, addressed as herein above described, to the Member, and proof of such mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the filing of such notice to such Member. Each notice of the annual meeting or any meeting to consider assessments shall in addition be posted in a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting (in the alternative to posting, or as an addition to posting, the Association may, in accordance with reasonable rules promulgated in accordance with these By-Laws, post and repeatedly broadcast the notice and the agenda on a closed-circuit cable television system, in accordance with the applicable provisions of Section 718.112, Florida Statutes). The Secretary of the Association shall provide an affidavit to be included in the official records of the Association affirming that notices of such Association meeting were mailed ~~or~~, hand-delivered or electronically transmitted in accordance with the By-Laws of the Association and applicable law, to each member at the address or electronic number, address or location last furnished to the Association. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, whenever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is present. Notices of meetings of the Members may be delivered by electronic transmission to Members who consent to receive notice in such manner.

23. Article IV, Section 4.2(a), of the By-Laws is hereby amended to read as follows:

4.2 Directors shall be elected in the following manner:

(a) On the occasion of the election of any successor directors so long as Declarant owns 85 percent or more of the Units in Laketown Wharf, a Condominium, or in those instances in which the Declarant is entitled to appoint the directors under the Florida Condominium Act, the Declarant, as named in the Declaration and Articles, shall designate the number and the identity of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws. Upon such designation by Declarant, by written instrument presented to the meeting at which such election is held, the persons so designated by Declarant shall be deemed and considered for all purposes Directors of the Association, and shall henceforth, hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

The right of the developer to retain control of the Association is not greater than that provided to the developer by Section 718.301 of the Condominium Act, which provides as follows:

718.301 Transfer of Association control -

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of

administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association;

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

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

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

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

(e) when the Developer files a petition seeking protection in bankruptcy;

(f) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment; or

(g) ~~(e)~~ Seven years after recordation of the declaration of condominium; ~~or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; Or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase~~, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least ~~5 percent, in condominiums with fewer than 500 units, and~~ 2 percent~~, in condominiums with more than 500 units,~~ of the units in a the cCondominium ~~operated by the association~~. Following the time the developer relinquishes control of the association the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

24. Article IV, Section 4.2(b), of the By-Laws is hereby amended to read as follows:

(b) All members of the Board who Declarant shall not be entitled to designate under these By-Laws or under the Florida Condominium Act, shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, except for elections to fill vacancies caused by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail ~~or~~, deliver or electronically transmit, whether by separate Association mailing or inclusion in another Association mailing ~~or~~, delivery or transmission including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of election along with a certification form provided by the division attesting that he or she has read and understands, to the best of his or her ability, the governing documents of the Association and the provisions of the Act and any applicable rules. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda for the meeting, the Association shall mail ~~or~~, deliver or electronically transmit a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of the Candidate, the Association shall include an information sheet, no larger than 8½" by 11", which must be furnished by the Candidate not less than thirty-five (35) days before the election, together with the signed certification form provided for herein, to be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing, delivery or transmission and copying to be borne by the Association. However, the Association has no

liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No unit owner shall permit any other person to cast the unit owner's ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this Section, election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board. Upon election of the first unit owner other than the Declarant, the Declarant shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the Unit Owner Director.

25. Article IV, Section 4.2(c), of the By-Laws is hereby amended to read as follows:

(c) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that (i) should any vacancy in the Board be created in any directorship previously filled by any person designated by Declarant, such vacancy shall be filled by Declarant designating; by written instrument delivered to any officer of the Association, the successor Director and (ii) should any vacancy in the Board be created in any directorship previously filled by any person elected by members other than Declarant, such vacancy shall be filled by the remaining Directors who were elected by such members, and if there are no such remaining Directors, such vacancy shall be filled by a majority vote of the members other than Declarant, present in person at a special meeting called for such purpose. The Board shall call such special meeting when required for filling such vacancy. Directors appointed or elected to fill vacancies shall fill the vacated directorship for the unexpired term thereof. If no person is interested in or demonstrates an intention to run for the position of a Board member whose term has expired, such Board member whose term has expired shall be automatically reappointed to the Board and need not stand for reelection. Co-owners of a Unit may not serve as members of the Board at the same time. A director of officer more than 90 days delinquent in the payment of regular assessments shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. A director or officer charged with a felony, theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to law. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, should the charges be resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

26. Article IV, Section 4.4, of the By-Laws is hereby amended to read as follows:

4.4 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone ~~or~~, telegram, or electronic transmission at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting. The notice of any Board meeting at which non-emergency assessments to be made against Unit owners or at which amendments to rules regarding Unit use are to be considered shall so state ~~and~~, shall ~~also set forth the nature of the assessment~~set forth the nature, estimated cost, and description of the purposes for such assessments, and shall be mailed, delivered or electronically transmitted to the Members not less than fourteen (14) days prior to the meeting, and in addition notice shall be posted in a conspicuous place in the Condominium at least fourteen (14) continuous days prior to the meeting.

27. Article IV, Section 4.5, of the By-Laws is hereby amended to read as follows:

4.5 Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone ~~or~~, telegram or electronic transmission, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in the Condominium at least

forty-eight (48) continuous hours prior to said meeting. If 20 percent of the voting interests petition the Board to address an item of business, the Board shall at its next regular board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, place the item on the agenda.

28. Article VII, Section 7.3, of the By-Laws is hereby amended to read as follows:

7.3 A copy of the proposed annual budgets of the Association shall be mailed, delivered or electronically transmitted to the Unit owners not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of the meeting. Such meeting of the Board shall be open to Unit owners. If, If a budget is adopted by the Board which requires aggregate assessments of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, a special meeting of the unit owners shall be called if, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests has been received by the Board. theThe special meeting shall be conducted within 60 days after adoption of the budget, and notice of the special meeting shall be hand delivered or mailed to each unit owner at least 14 days prior to such special meeting. At such special meeting, the owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require a vote of persons holding not less than two-thirds (2/3) of the Voting Interests. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by persons holding a majority of the Voting Interests at such meeting or in writing, such budget may not thereafter be reexamined by the Unit owners in the manner herein above set forth. If a meeting of Unit Owner has been called and a quorum is not attained or a substituted budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall become effective as scheduled.

29. The Community Property Agreement has been amended by that certain First Amendment thereto, and a copy of such First Amendment is contained in Exhibit 1 to this First Amendment. Hereinafter, any and all references to the Community Property Agreement shall be deemed to include the First Amendment.

30. The Club Membership Agreement has been amended by that certain First Amendment thereto, and a copy of such First Amendment is contained in Exhibit 2 to this First Amendment. Hereinafter, any and all references to the Club Membership Agreement shall be deemed to include the First Amendment.

31. The consolidated Condominium drawings as described in the recitals are attached as Exhibit 3 to this First Amendment. Hereinafter, any and all references to the survey and plot plan shall be deemed to refer to the survey and plot plan attached as Exhibit 3 to this First Amendment.

32. Section 4(A) of the Declaration and Exhibit H to the Declaration are hereby amended to reflect that the proper square footage for the following units shall be as set forth below:

A. Commercial Office C-11 is 11,902 square feet (instead of 12,071 square feet)

B. Retail Space 1 is 1,177 square feet (instead of 551 square feet)

C. Retail Space 5 is 714 square feet (instead of 1,182 square feet)

D. Retail Space 10 is 678 square feet (instead of 975 square feet)

E. Retail Space 21 is 1,279 square feet (instead of 971 square feet)

F. Retail Space 23 is 30,742 square feet (instead of 29,560 square feet)

The foregoing changes have no net effect on the aggregate number of square feet within the Condominium which are attributable to commercial and retail units and which are attributable to residential units and, accordingly, the aggregate undivided share of the Common Elements, the Common

# Exhibit "L"

Expenses and the Common Surplus attributable to commercial and retail units and attributable to residential units remains unchanged.

33. Except as modified by this First Amendment, the Declaration and its exhibits remain valid and in full force and effect.

34. In the event of a conflict between the provisions of the Declaration and its exhibits and the provisions of this First Amendment, the provisions of this First Amendment shall control.

**IN WITNESS WHEREOF**, this First Amendment was executed by the undersigned this 28th day of December, 2010.

**WITNESSES:**

Name: Candy Que
Print Name: CANDY QUE LARA

Name: Wanda Avila
Print Name: Wanda Avila

**Laketown Wharf Marketing, LLC, a Delaware limited liability company, as Successor Developer of Laketown Wharf, A Condominium**

By: _____
James Dow, Vice President

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 28th day of December, 2010, by James Dow, as Vice President of Laketown Wharf Marketing, LLC, a Delaware limited liability company. He either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

OFFICIAL SEAL
SHANTEL I PEREZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES10/07/14

_____
(Signature)
Name: Shantel I. Perez
(Legibly Printed)
Notary Public, State of Illinois

_____
(Commission Number, if any)

# Exhibit "L"

EXHIBIT 1

FIRST AMENDMENT TO COMMUNITY PROPERTY AGREEMENT

# Exhibit "L"

**FIRST AMENDMENT TO**
**COMMUNITY PROPERTY AGREEMENT**

**THIS FIRST AMENDMENT TO COMMUNTIY PROPERTY AGREEMENT** (this "First Amendment") is made as of the date noted hereinafter by and between Laketown Wharf Marketing, LLC, a Delaware limited liability company ("Developer") and Laketown Wharf Resort Community Association, Inc. ("Association").

**RECITALS**

**WHEREAS,** the Declaration of Condominium for Laketown Wharf, A Condominium was recorded on November 14, 2007, in Official Records Book 2994, Page 1890, as amended by a Special Amendment to Declaration of Condominium of Laketown Wharf, A Condominium, recorded on July 21, 2008, in Official Records Book 3068, Page 1925, both of the public records of Bay County, Florida (collectively, the "Declaration"); and

**WHEREAS**, Developer is the successor developer of Laketown Wharf, a Condominium (the "Condominium"), which was created pursuant to the Declaration; and

**WHEREAS**, the Association is a corporate entity which has been formed to oversee, operate, manage and maintain the Condominium and to represent the interests of the Condominium unit owners; and

**WHEREAS,** Exhibit "B" to the Declaration was the Community Property Agreement, which instrument can be found in Official Records Book 2994 at Page 1927, public records of Bay County, Florida, as may have been amended and supplemented from time to time (collectively, "Community Property Agreement"); and

**WHEREAS**, Developer and the Association have determined that it is necessary and desirous to amend the Community Property Agreement to clarify the rights of the Developer and the Association under the Community Property Agreement so as to promote and enhance the Resort (of which the Condominium is a part), as more particularly described hereinafter; and

**WHEREAS,** the Board of Directors of the Association (the "Board") has determined that it is in the best interest of the Association and its members to amend the Community Property Agreement as hereinafter provided; and

**WHEREAS**, Developer and the Association have entered into this First Amendment based upon (1) the approval of the Board at a meeting duly called, noticed and held in accordance with the Association's By-Laws on December 2, 2010, and (2) the voting approval of at least three-fifths (3/5) of the members of the Association, such votes having been cast at a meeting of the Association membership duly called, noticed and held in accordance with the Association's By-Laws on December 16, 2010; and

**WHEREAS**, the Developer and the Association now desire to amend the Community Property Agreement in the manner more fully described hereinafter;

**NOW, THEREFORE,** in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the Association hereby agree that the Community Property Agreement shall be amended as follows (where applicable, double-underlined text indicates text that has been added and ~~strikeout-text~~ indicates text that has been deleted):

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Community Property Agreement.

# Exhibit "L"

2. Section 1 under the "Restrictions" heading is hereby amended to read as follows:

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 and such other persons as may be, from time to time, granted similar use rights and privileges by the Board of Directors of the Association. It is specifically agreed that a vote of the Association membership in connection with this Agreement shall only be required if and when the Board determines that a change in use of one or more portions of the Community Property is inconsistent with the overall use and development of the Resort, in which event such change of use shall only be permitted upon the affirmative ~~and approved by a~~ vote of at least three-fifths (3/5) of the total voting interests in ~~members of~~ the Association.

3. Section 8 under the "Restrictions" heading is hereby amended to read as follows:

8. Except as reserved to the Developer (and Developer shall be permitted, without prior consent of the Association, to permit third parties to utilize all or some of Developer's reserved rights under this Agreement if Developer reasonably believes that such use in the best interest of the Resort and the Association and its members), and except in conjunction with any commercial rental office or real estate unit which may or may not be owned by the Developer, created in ~~the~~ any constituent documents of any development that is a part of the Resort, the Community Property shall not be used as a location for conducting sales or rentals of units in this or any other condominium. Any office space or related areas contained within the Community Property ~~The commercial real or rental office units created in the constituent documents of any development that is a part of the Resort~~ may be used for on-site sales and rentals of condominium units, for a general real estate business, for Resort operations and related functions, and for other commercial purposes permitted by applicable zoning and land use regulations, ~~and d~~During any period of such use, neither any unit owner nor the Association, nor other uses of the Condominium, Condominium Property or Community Property shall interfere with the use of ~~such commercial real estate or rental office units~~ any such office space or related areas contained within the Community Property for such purposes. The Community Property may be used by the Developer (or a third party permitted by the Developer to use the Community Property as permitted under this Agreement) and the owner of any such commercial real estate or rental office units in conjunction with and in support of the commercial uses permitted by this Community Property Agreement and by ~~the~~ any constituent documents of the development that may govern ~~created~~ the commercial real estate or rental office units.

4. Section 1(f) under the "Reservations" heading is hereby amended to read as follows:

(f) The right and privilege of granting such easements over, across, through or under the Community Property as may be necessary or desirable, in the Developer's discretion, for the development of the Resort, and the implementation of the use rights created hereunder, including, but not limited to, utility easements~~,~~; road or other ingress and egress easements~~,~~; easements to provide ingress and egress to members of the general public (i) for the use of any portions of the Community Property which are the subject of lease agreements, license agreements or other use agreements, or (ii) in connection with access to or use of any portion of the Resort; or other easements for the provision of services or facilities to the Resort.

5. Section 1(g) under the "Reservations" heading is hereby amended to read as follows:

(g) The right and privilege of the Developer~~, its successors or assigns,~~ to a non-exclusive easement over, across, through and under the Community Property as may be from time to time necessary or convenient for the use and enjoyment of property (i) owned by the Developer, ~~its successors or assigns~~ or (ii) for which Developer has use rights through a lease, easement or other agreement. The rights and privileges reserved to Developer under this subsection (g) may be assigned by Developer in whole or in part to one or more third parties, and such rights and privileges shall also inure to the benefit of Developer's successors in interest.

# Exhibit "L"

6. Section 2 under the "Covenants" heading is hereby amended to include the following language as a new final undesignated paragraph:

Notwithstanding any provision in this paragraph 2 to the contrary, in no manner shall the Association be required to pay any costs or expenses associated with any portion of the Community Property which the Developer has leased or otherwise granted use rights to one or more third parties, nor shall any of the costs reimbursed to Developer under this paragraph 2 exceed the actual costs incurred by Developer.

7. Section 6 under the "Covenants" heading is hereby amended to read as follows:

6. The Developer covenants to convey fee simple title to the Community Property to the Association subject to restrictions similar to all restrictions set forth under RESTRICTIONS ~~and~~, subject to reservations similar to the reservations set forth under RESERVATIONS, ~~Such~~ and subject to any lease agreements, license agreements or other use agreements entered into by the Developer with respect to the Community Property; provided, however, that such fee simple title shall not be subject to any lien or mortgage made by or payable by the Developer for the improvement of said Community Property by the Developer. Said conveyance shall be executed and delivered by the Developer to the Association as soon as the Developer has closed the sales of all of the units within the development of the Resort or December 31, 2012, whichever occurs first.

8. Section 13 under the "Covenants" heading is hereby amended to read as follows:

13. In the event any ~~The~~ commercial units are created within the Community Property, such units may be leased by the Developer (or the Association after the Association receives title to the Community Property), to third parties for those commercial purposes permitted by applicable zoning and land use regulations. Although the Developer is furnishing some of the commercial units for specific uses and purposes, the Association may elect, after receiving a deed to the Community Property, to use those units for different purposes.

9. Section 14 under the "Covenants" heading is hereby amended to read as follows:

14. All of the reservations, restrictions and covenants contained herein shall run with the Community Property and shall inure to the benefit of the Developer and the Association and its members (as their interests may lie). The interest of each member of the Association in the Community Property is appurtenant to the member's unit, shall not be separated from it, and shall pass with title to the unit, whether or not separately described. No action for partition of the interests of the Developer, the Association or the members in the Community Property shall lie.

10. Section 19 under the "Covenants" heading is hereby created to read as follows:

19. The Association, for itself and on behalf of the Association members, acknowledges, understands and agrees, and shall be deemed to have acknowledged, understood and agreed, that:

(a) in order to promote the efficient and harmonious operation of the Resort, Developer and its successors or assigns shall have the right and ability to make changes to this Agreement from time to time, without requirement for consent from any party, to permit, among other things, the creation of certain easement agreements, lease agreements, license agreements and other use agreements with regard to certain portions of the Community Property (collectively, "Use Agreements") with third party users;

(b) any such Use Agreements will permit the provision of goods and services and the operation of commercial establishments and enterprises that are or will be beneficial to the Association and its membership;

(c) there may be one or more fees charged as a result of such Use Agreements in connection with the provision of goods and services for the benefit of the Condominium unit owners and their guests, and to members of the general public;

(d) the Developer and its successors or assigns shall be entitled to any and all rental payments, licensing fees and other consideration received from the lessees, licensees and users under the Use Agreements, and that any such amounts shall be for the sole benefit of Developer and its successors or assigns;

(d) the Association will not be a party to any such Use Agreements and, as such, will not be required to execute the same, provided that the Association hereby agrees that upon Developer's request the Association will join in the execution of the Use Agreements for the sole purpose of evidencing the Association's consent thereto; and

(e) upon the Developer's presentation of a proposed Use Agreement to the Board of Directors of the Association, the approval of a particular Use Agreement shall be deemed granted for purposes of this Agreement upon the majority vote of the Association's Board of Directors.

11. Section 20 under the "Covenants" heading is hereby created to read as follows:

20. The Association, for itself and on behalf of the Association members, acknowledges, understands and agrees, and shall be deemed to have acknowledged, understood and agreed, that the Developer, in accordance with the Declaration, shall have the right to assign one or more parking spaces in the parking garage or upon the surface parking lots (if available and desired by a unit owner) as a limited common element (as defined in the Florida Condominium Act) appurtenant to a unit of the Condominium, and that any such action shall not require approval from the Association in any manner for so long as Developer owns at least one unit in the Condominium.

12. Except as modified by this First Amendment, the Community Property Agreement and its exhibits remain valid and in full force and effect.

13. In the event of a conflict between the provisions of the Community Property Agreement and its exhibits and the provisions of this First Amendment, the provisions of this First Amendment shall control.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

# Exhibit "L"

**IN WITNESS WHEREOF**, this First Amendment was executed by the undersigned this 28th day of December, 2010.

**WITNESSES:**

Name: _____
Print Name: CANDY QUE CAM

Name: _____
Print Name: ~~Wanda Avila~~

**Laketown Wharf Marketing, LLC, a Delaware limited liability company**

By: _____
James Dow, Vice President

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 28 day of December, 2010, by James Dow, as Vice President of Laketown Wharf Marketing, LLC, a Delaware limited liability company. He either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

OFFICIAL SEAL
SHANTEL I PEREZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES10/07/14

_____
(Signature)
Name: Shantel I. Perez
(Legibly Printed)
Notary Public, State of Illinois

_____
(Commission Number, if any)

# Exhibit "L"

**IN WITNESS WHEREOF**, this First Amendment was executed by the undersigned this 3rd day of ~~December, 2010~~ January, 2011.

**WITNESSES:**

Name: _____
Print Name: Sean Posner

Name: _____
Print Name: Rhonda S. Alston

**Laketown Wharf Resort Community Association, Inc., a Florida non-profit corporation**

By: _____
Victor Ballestas, President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3rd day of ~~December, 2010~~ January, 2011, by Victor Ballestas, as President of Laketown Wharf Resort Community Association, Inc., a Florida non-profit corporation. He either ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

RHONDA S. ALSTON
MY COMMISSION # DD 907340
EXPIRES: November 14, 2013
Bonded Thru Notary Public Underwriters

_____
(Signature)
Name: Rhonda S. Alston
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number, if any)

# Exhibit "L"

EXHIBIT 2

FIRST AMENDMENT TO CLUB MEMBERSHIP AGREEMENT

# Exhibit "L"

**FIRST AMENDMENT TO**
**CLUB MEMBERSHIP AGREEMENT**

**THIS FIRST AMENDMENT TO CLUB MEMBERSHIP AGREEMENT**, (this "First Amendment") is made by and between Laketown Wharf Marketing, LLC, a Delaware limited liability company ("Developer") and the Laketown Wharf Resort Community Association, Inc. ("Association").

**RECITALS**

**WHEREAS,** the Declaration of Condominium for Laketown Wharf, A Condominium was recorded on November 14, 2007, in Official Records Book 2994, Page 1890, as amended by a Special Amendment to Declaration of Condominium of Laketown Wharf, A Condominium, recorded on July 21, 2008, in Official Records Book 3068, Page 1925, all of the public records of Bay County, Florida (collectively, the "Declaration"); and

**WHEREAS**, Developer is the successor developer of Laketown Wharf, a Condominium (the "Condominium"), which was created pursuant to the Declaration; and

**WHEREAS**, the Association is a corporate entity which has been formed to oversee, operate, manage and maintain the Condominium and to represent the interests of the Condominium unit owners; and

**WHEREAS,** Exhibit "I" to the Declaration was the Club Membership Agreement, which instrument can be found in Official Records Book 2994 at Page 2033, public records of Bay County, Florida, as may have been amended and supplemented from time to time (collectively, "Club Membership Agreement"); and

**WHEREAS**, Developer and the Association have determined that it is necessary and desirous to amend the Club Membership Agreement to clarify the rights of the Developer and the Association under the Club Membership Agreement so as to promote and enhance Laketown Wharf (of which the Condominium is a part), as more particularly described hereinafter; and

**WHEREAS,** the Board of Directors of the Association (the "Board") has determined that it is in the best interest of the Association and its members to amend the Community Property Agreement as hereinafter provided; and

**WHEREAS**, Developer and the Association have entered into this First Amendment based upon (1) the approval of the Board at a meeting duly called, noticed and held in accordance with the Association's By-Laws on December 2, 2010, and (2) the voting approval of at least a majority of the members of the Association, such votes having been cast at a meeting of the Association membership duly called, noticed and held in accordance with the Association's By-Laws on December 16, 2010; and

**WHEREAS**, the Developer and the Association now desire to amend the Club Membership Agreement in the manner more fully described hereinafter;

**NOW, THEREFORE,** in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the Association hereby agree that the Club Membership Agreement shall be amended as follows (where applicable, double-underlined text indicates text that has been added and ~~strikeout text~~ indicates text that has been deleted):

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Club Membership Agreement.

2. The heading on the first page of the Club Membership Agreement contains a reference to an entity entitled "The Club at Laketown Wharf, Inc." Developer and the Association acknowledge and

agree that no such entity exists in conjunction with the Club or the Club Property, and therefore affirmatively declare that such heading reference shall be deemed to have been deleted and shall be null and void and of no effect.

3. Section 1 of the Club Membership Agreement is hereby amended to read as follows:

1. RECITALS. Developer is the successor developer of ~~in the process of developing~~ a condominium development known as "LAKETOWN WHARF" ("Laketown Wharf") which contains ~~is being developed in Stages and may ultimately include up to~~ 765 residential and 35 commercial condominium units. The Association is the entity responsible for the operation and management of the ~~e~~Condominium, and each unit owner of Laketown Wharf is a member of the Association. As a condition of ownership of a residential unit in Laketown Wharf each residential unit owner is required to be a member of ~~T~~the Club ~~at Laketown Wharf, Inc.~~ (the "Club") and to pay a membership fee as set forth herein. The Club consists of recreational facilities which include, but are not necessary limited to three (3) swimming pools, one (1) spa, health club, a garden deck area of approximately 1,500 square feet above the main pool, 3836 square feet of administrative offices and related real property (the "Club Property"), all of which are presently ~~will be~~ owned by the Developer, (but which may be conveyed to a third party, or to the Association, in the future if the Developer so elects). As security for the prompt payment of the membership dues required from each unit owner, the Developer will have a lien against each unit owner's unit, and the failure of a unit owner to promptly pay the membership dues may result in foreclosure of the lien.

4. Section 4 of the Club Membership Agreement is hereby amended to read as follows:

4. EXERCISE OF CLUB PRIVILEGE. The rights of membership in the Club extended to a unit owner shall also extend to (i) the unit owner's lessees, (ii) guests of the unit owner who are occupying a unit at Laketown Wharf and (iii) guests of the unit owner who are in company of the unit owner during the exercise of the Club membership privileges. Except as set forth above, the rights and privileges of a unit owner as a Club member may not be assigned, transferred or hypothecated in any manner whatsoever without the prior written consent of the Developer which consent may be granted or withheld in the Developer's sole discretion. Further, the rights granted by this Agreement are non-exclusive, and members of the general public may be extended Club membership privileges or use rights if so decided by the Developer in its sole discretion, on terms solely determined by Developer, and from time to time.

5. Section 7 of the Club Membership Agreement is hereby amended to read as follows:

7. ASSOCIATION'S OPTION TO PURCHASE THE CLUB PROPERTY. ~~RIGHT OF FIRST REFUSAL.~~ Notwithstanding anything to the contrary set forth above, the Developer may, in its sole discretion, determine to terminate ~~T~~the Club ~~at Laketown Wharf~~ at any time after December 31, 2006. In the event of termination, the obligation of the Association and each unit owner to pay Membership Fees shall terminate and the Association shall have an option to purchase the Club Property at a price, payable in cash, then determined by agreement between the Developer and the Association. If the Developer and the Association fail to agree as to the price, then the Developer shall designate a real estate appraiser who is a member of the American Institute of Real Estate Appraisers or the Society of Real Estate Appraisers who shall appraise the value of the Club Property, including its ongoing business value, and said value shall be the option price. The Association shall pay the costs of the appraisal in advance, if required by the Developer, and all closing costs, including a reasonable attorney's fee to the Developer's attorney. In the event the Association exercises its right to purchase, the Association shall be required to pay any and all closing fees, costs and charges associated with the transaction, as well as its own attorney's fees and costs. If the Association does not exercise the option to purchase within thirty (30) days after the determination of the option price, and pay the purchase ~~option~~ price to the Developer as set forth above, then the option to purchase hereby granted to the Association shall terminate and be of no further force and effect. Unless and until the Association exercises its option to purchase, after the Developer has determined, in its sole

discretion, to terminate the Club, the Developer may use the Club Property without restriction or limitation.

6. Section 8 of the Club Membership Agreement is hereby amended to read as follows

8. AMENDMENT. 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 Developer and the Association, and any approval required of the Association shall be deemed to have occurred upon the vote of a majority of the members of the Association's board of directors (meaning that no vote of the Association membership shall be required to amend this Agreement). ~~need not be approved by the Association's members, the owners of the units served by the Club Property~~ Further, there shall be no requirement for approval by or from any lienors or mortgagors of any of the units served by the Club Property, or any other person, whether or not elsewhere required for an amendment.

7. Section 10 of the Club Membership Agreement is hereby created to read as follows:

10. The Association, for itself and on behalf of the Association members, acknowledges, understands and agrees, and shall be deemed to have acknowledged, understood and agreed, that:

(a) in order to promote the efficient and harmonious operation of Laketown Wharf, Developer and its successors or assigns shall have the right and ability to make changes to this Agreement from time to time, without requirement for consent from any party, to permit, among other things, the creation of certain easement agreements, lease agreements, license agreements and other use agreements with regard to certain portions of the Club Membership Property (collectively, "Use Agreements") with third party users;

(b) any such Use Agreements will permit the provision of goods and services and the operation of commercial establishments and enterprises that are or will be beneficial to the Association and its membership;

(c) there may be one or more fees charged as a result of such Use Agreements in connection with the provision of goods and services for the benefit of the Condominium unit owners and their guests, and to members of the general public;

(d) the Developer and its successors or assigns shall be entitled to any and all rental payments, licensing fees and other consideration received from the lessees, licensees and users under the Use Agreements, and that any such amounts shall be for the sole benefit of Developer and its successors or assigns;

(d) the Association will not be a party to any such Use Agreements and, as such, will not be required to execute the same, provided that the Association hereby agrees that upon Developer's request the Association will join in the execution of the Use Agreements for the sole purpose of evidencing the Association's consent thereto; and

(e) notwithstanding any provision herein to the contrary, there shall be no requirement imposed upon the Developer to present a proposed Use Agreement to the Association for approval, and in the event it is construed that such a requirement exists, the approval of a particular Use Agreement by the Association shall be deemed granted for such purposes upon the majority vote of the Association's board of directors without requirement for a vote or approval by the Association membership.

8. Except as modified by this First Amendment, the Club Membership Agreement and its exhibits remain valid and in full force and effect.

# Exhibit "L"

9. In the event of a conflict between the provisions of the Club Membership Agreement and its exhibits and the provisions of this First Amendment, the provisions of this First Amendment shall control.

**IN WITNESS WHEREOF**, this First Amendment was executed by the undersigned this 28th day of December, 2010.

**WITNESSES:**

Name: _____
Print Name: CANDY RUE LAM

Name: _____
Print Name: Wanda Avila

**Laketown Wharf Marketing, LLC, a Delaware limited liability company, as Successor Developer of Laketown Wharf, A Condominium**

By: _____
James Dow, Vice President

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 28th day of December, 2010, by James Dow, as Vice President of Laketown Wharf Marketing, LLC, a Delaware limited liability company. He either/☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

OFFICIAL SEAL
SHANTEL I PEREZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES10/07/14

_____
(Signature)
Name: Shantel I. Perez
(Legibly Printed)
Notary Public, State of Illinois

_____
(Commission Number, if any)

# Exhibit "L"

**IN WITNESS WHEREOF**, this First Amendment was executed by the undersigned this 3rd day of ~~December, 2010~~ January, 2011.

**WITNESSES:**

Name: [signature]
Print Name: SEAN POSNER

Name: [signature]
Print Name: Rhonda S. Alston

**Laketown Wharf Resort Community Association, Inc., a Florida non-profit corporation**

By: [signature]
Victor Ballestas, President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 3rd day of ~~December, 2010,~~ January, 2011 by Victor Ballestas, as President of Laketown Wharf Resort Community Association, Inc., a Florida non-profit corporation. He either ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

RHONDA S. ALSTON
MY COMMISSION # DD 907340
EXPIRES: November 14, 2013
Bonded Thru Notary Public Underwriters

[signature]
(Signature)
Name: Rhonda S. Alston
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number, if any)

# Exhibit "L"

EXHIBIT 3

CONSOLIDATED SURVEY AND PLOT PLAN

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

**SURVEYOR'S DESCRIPTION:** *(Laketown Wharf Condominium)*

Being a parcel of land lying in Section 36, Township 3 South, Range 16 West and Section 1, Township 4 South, Range 16 West, Bay County, Florida, and being all of D.T. LLOYD'S ADDITION TO LONG BEACH, FLORIDA, according to the plat thereof, as recorded in Plat Book 7, Page 20, of the Public Records of Bay County, Florida and other lands, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 36; thence S.89°58'03"W., a distance of 1915.96 feet to the Easterly Right-of-Way line of Panama City Beach Boulevard (100 feet wide), as shown on said plat, said point also being the POINT OF BEGINNING;

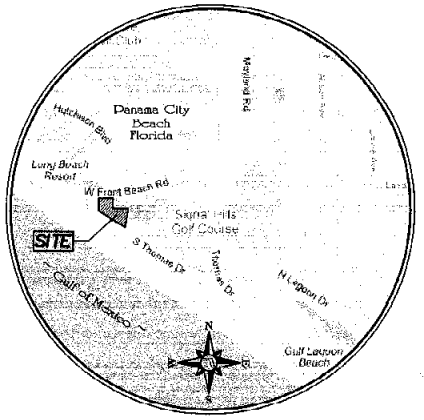
Thence N.00°00'58"W., along said Easterly Right-of-Way line, a distance of 395.20 feet to the Southerly Right-of-Way line of U.S. Highway No. 98 (a/k/a Front Beach Road and State Road No. 10, being 66 feet wide), as shown on said plat, said point also being on the arc of a circular curve concave northwesterly, having a radius of 4,621.73 feet and a chord that bears N.89°38'15"E., 534.61 feet;
Thence Northeasterly, along the arc of said curve to the left, through a central angle of 06°37'53", a distance of 534.91 feet;
Thence S.00°01'35"W., a distance of 398.28 feet to the Southerly line of said Section 36 (also being the Northerly line of said Section 1);
Thence N.89°58'03"E., along said Southerly line, a distance of 572.51 feet;
Thence S.09°11'00"W., a distance of 713.87 feet to the Northeasterly Right-of-Way line of Thomas Drive (100 feet wide);
Thence N.57°46'51"W., along said Northeasterly Right-of-Way line, a distance of 300.05 feet;
Thence N.57°43'03"W., along said Northeasterly Right-of-Way line, a distance of 874.14 feet to the intersection of said Northeasterly Right-of-Way line and the Easterly Right-of-way line of said Panama City Beach Boulevard;
Thence N.00°00'58"W., along said Easterly Right-of-Way line, a distance of 77.24 feet to the Southerly line of said Section 36 and the Point of Beginning, containing 14.64 acres, more or less.

**CONDOMINIUM NOTATIONS:**

1) UNIT BOUNDARIES:
   A) UPPER AND LOWER BOUNDARIES – The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.
      a) Upper Boundary: The plane or planes formed by the unfinished lower surface of the structural ceiling of the unit.
      b) Lower Boundary: The horizontal plane formed by the upper surface of the interior unfinished floor surface of the unit.
   B) PERIMETRICAL BOUNDARIES – The perimetrical boundaries of interior units shall be the imaginary vertical planes along and coincident to the center of the partition walls between the units and the exterior surface of the front and back walls extended to intersections with each other and with the upper and lower boundaries. The perimetrical boundaries of end units shall be the imaginary vertical planes along and coincident to the center of the partition wall between such unit and the neighboring unit and the exterior of the front, back and outside walls extended to intersections with each other and with the upper and lower boundaries.

**SHEET INDEX**


1) Cover Page
2) Boundary Survey
3–6) Site Plan
7–9) Ground Level Details
10–12) 1st Floor Details
13–15) 2nd Floor Details
16–18) 3rd Floor Details
19–21) 4th Floor Details
22–24) 5th–19th Floor Details
25–27) 20th Floor Details
28–30) 21st Floor Details
31–33) Roof Details
34–44) Retail Garage Details
45–49) South Garage Details
50–56) Building Elevations
57–60) Garage Elevations
61–71) Units, Retail, Club & Commercial Details


AREA MAP
~ NOT TO SCALE ~

**SURVEYOR'S CERTIFICATION:**

"I, John K. Carr, being a Professional Surveyor and Mapper duly authorized and licensed to practice in the State of Florida, do hereby certify that:

1) The boundary survey of the Subject Property, as shown hereon, is based on a survey performed on July 7, 2010, made under my responsible direction, in compliance with the "Minimum Technical Standards for Surveys", Chapter 61G17-6, Florida Administrative Code, as set forth by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472, Florida Statutes.

2) The construction of all planned improvements, including, but not limited to, landscaping, utility services and access to the units, and common-element facilities serving the buildings in which the units are to be conveyed, are substantially complete, and that these materials, together with the provisions of the declaration describing the condominium property, are an accurate representation of the location and dimensions of said improvements and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

This certification being subject to all notes and notations shown hereon."

Date Signed: 12/27/2010

5195

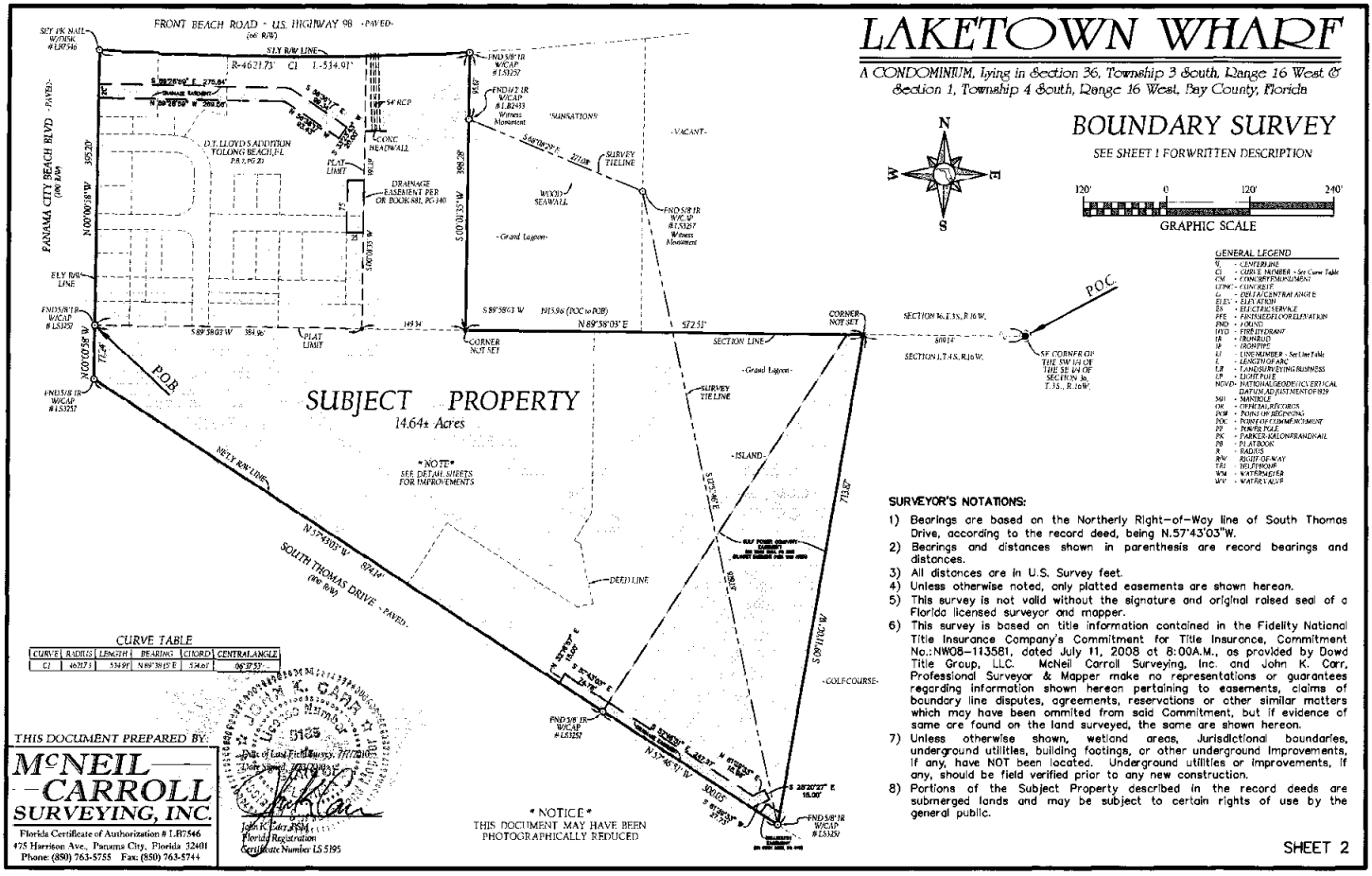
By: John K. Carr, PSM
Florida Registration
Certificate Number LS 5195

McNeil, Carroll Surveying, Inc.
Florida Certificate of Authorization
Number LB 7546

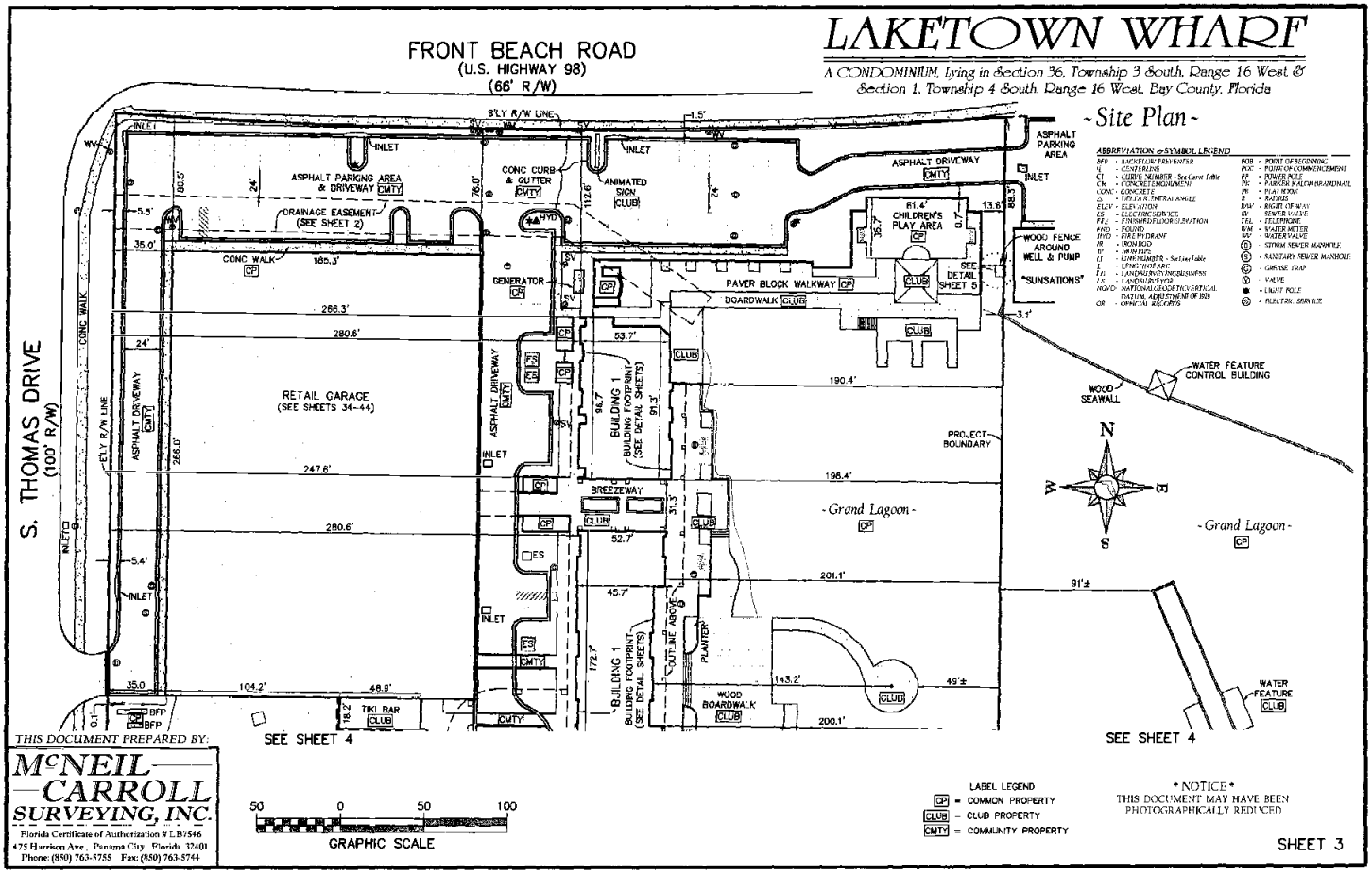

*THIS DOCUMENT PREPARED BY:*

McNEIL – CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

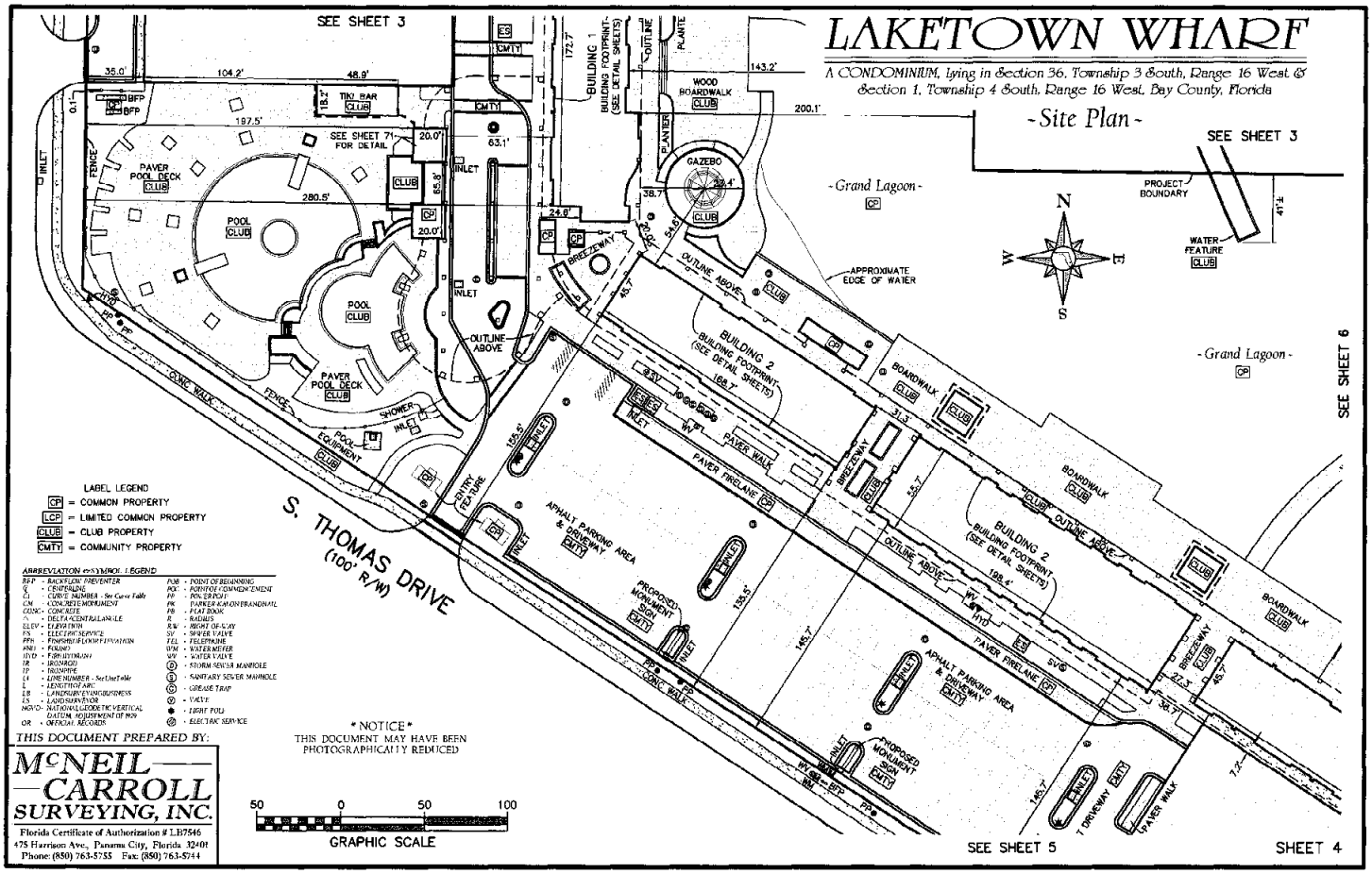
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
BOUNDARY SURVEY
SEE SHEET 1 FORWRITTEN DESCRIPTION
GRAPHIC SCALE
SUBJECT PROPERTY
14.64± Acres
FRONT BEACH ROAD - U.S. HIGHWAY 98 - PAVED -
PANAMA CITY BEACH BLVD - PAVED -
SOUTH THOMAS DRIVE - PAVED -
POB
POC
SURVEYOR'S NOTATIONS:
1) Bearings are based on the Northerly Right-of-Way line of South Thomas Drive, according to the record deed, being N.57°43'03"W.
2) Bearings and distances shown in parenthesis are record bearings and distances.
3) All distances are in U.S. Survey feet.
4) Unless otherwise noted, only platted easements are shown hereon.
5) This survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.
6) This survey is based on title information contained in the Fidelity National Title Insurance Company's Commitment for Title Insurance, Commitment No.: NW08-113581, dated July 11, 2008 at 8:00A.M., as provided by Dowd Title Group, LLC. McNeil Carroll Surveying, Inc. and John K. Carr, Professional Surveyor & Mapper make no representations or guarantees regarding information shown hereon pertaining to easements, claims of boundary line disputes, agreements, reservations or other similar matters which may have been ommited from said Commitment, but if evidence of same are found on the land surveyed, the same are shown hereon.
7) Unless otherwise shown, wetland areas, Jurisdictional boundaries, underground utilities, building footings, or other underground Improvements, if any, have NOT been located. Underground utilities or Improvements, if any, should be field verified prior to any new construction.
8) Portions of the Subject Property described in the record deeds are submerged lands and may be subject to certain rights of use by the general public.
CURVE TABLE
THIS DOCUMENT PREPARED BY:
McNEIL - CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
JOHN K. CARR
5195
STATE OF FLORIDA
Date of Last Field Survey: 7/17/2008
John K. Carr, PSM
Florida Registration
Certificate Number LS 5195
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
SHEET 2

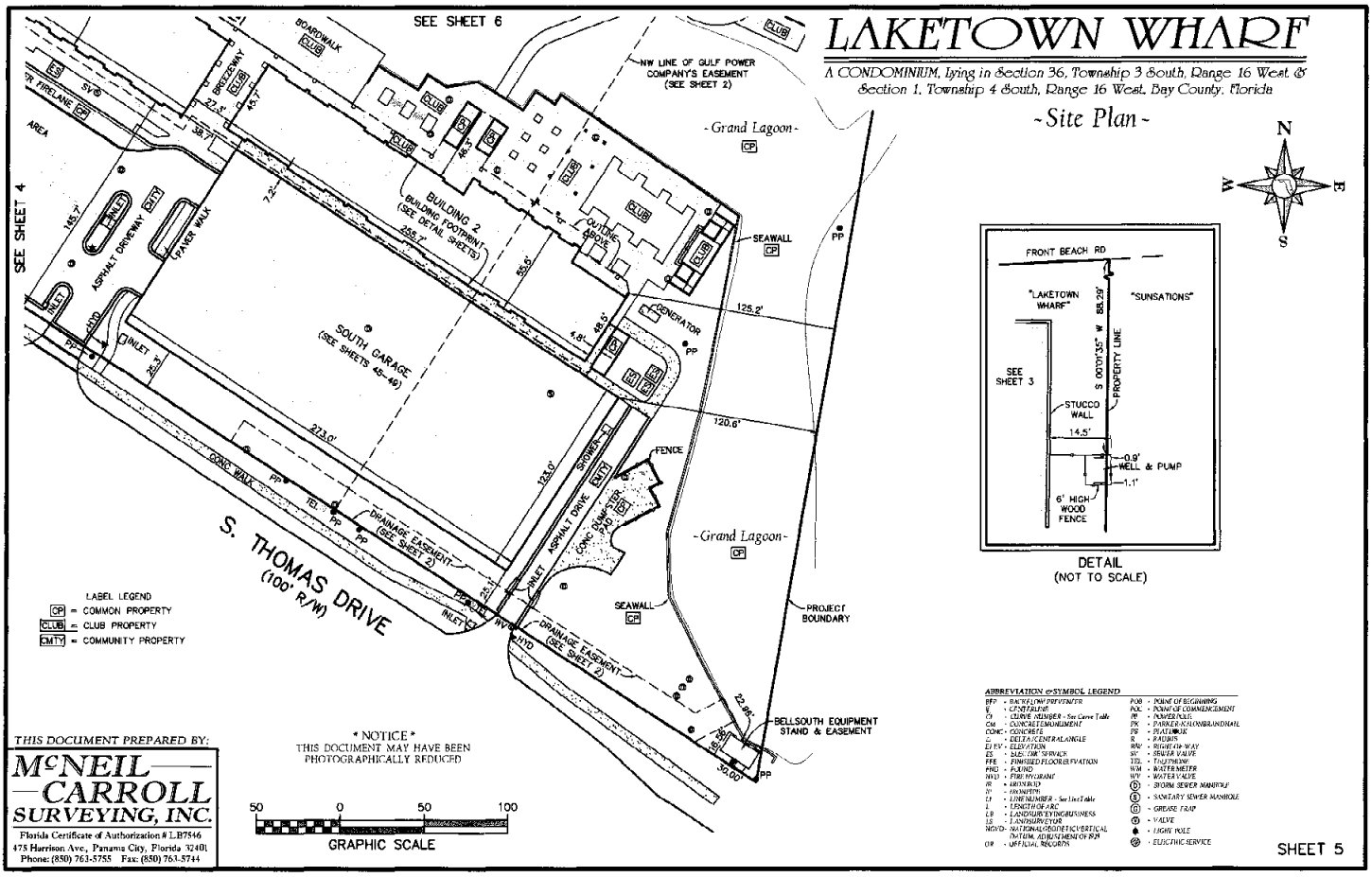
# Exhibit "L"


FRONT BEACH ROAD
(U.S. HIGHWAY 98)
(66' R/W)
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Site Plan -
S. THOMAS DRIVE
(100' R/W)
ASPHALT PARKING AREA & DRIVEWAY CMTY
DRAINAGE EASEMENT (SEE SHEET 2)
CONC WALK
CONC CURB & GUTTER CMTY
ANIMATED SIGN CLUB
ASPHALT DRIVEWAY CMTY
61.4' CHILDREN'S PLAY AREA
WOOD FENCE AROUND WELL & PUMP
"SUNSATIONS"
SEE DETAIL SHEET 5
GENERATOR
PAVER BLOCK WALKWAY
BOARDWALK
RETAIL GARAGE
(SEE SHEETS 34-44)
BUILDING 1
BUILDING FOOTPRINT
(SEE DETAIL SHEETS)
BREEZEWAY
PROJECT BOUNDARY
WATER FEATURE CONTROL BUILDING
WOOD SEAWALL
- Grand Lagoon -
TIKI BAR
WOOD BOARDWALK
WATER FEATURE
SEE SHEET 4
SEE SHEET 4
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
GRAPHIC SCALE
50 0 50 100
LABEL LEGEND
CP = COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
SHEET 3

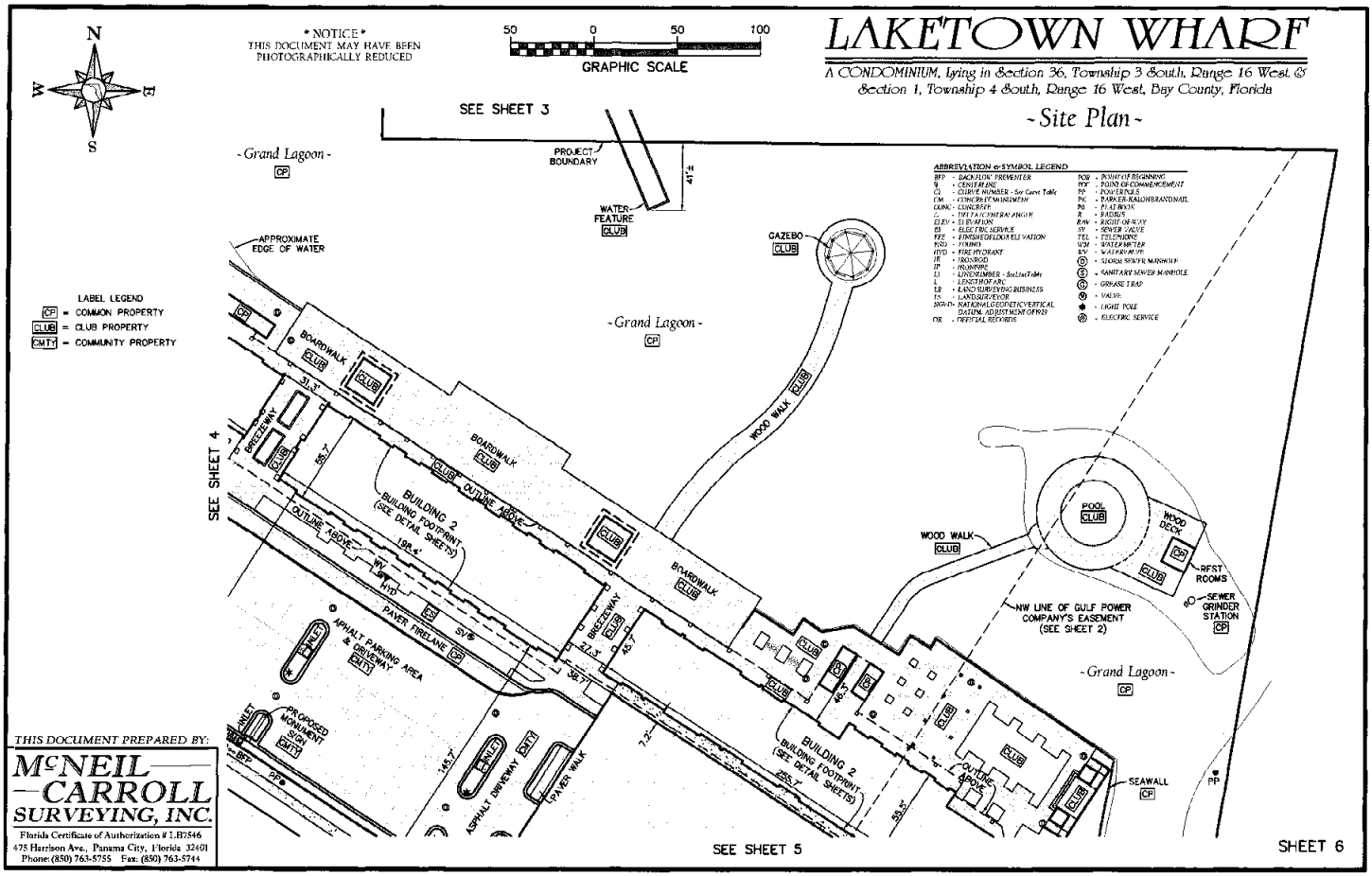
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Site Plan -
SEE SHEET 3
SEE SHEET 6
SEE SHEET 5
SHEET 4
- Grand Lagoon -
PROJECT BOUNDARY
WATER FEATURE
APPROXIMATE EDGE OF WATER
S. THOMAS DRIVE (100' R/W)
BUILDING 1 BUILDING FOOTPRINT (SEE DETAIL SHEETS)
BUILDING 2 BUILDING FOOTPRINT (SEE DETAIL SHEETS)
WOOD BOARDWALK
BOARDWALK
TIKI BAR
GAZEBO
POOL
PAVER POOL DECK
POOL EQUIPMENT
SHOWER
ENTRY FEATURE
PROPOSED MONUMENT SIGN
ASPHALT PARKING AREA & DRIVEWAY
PAVER WALK
PAVER FIRELANE
BREEZEWAY
OUTLINE ABOVE
T DRIVEWAY
FENCE
INLET
CONC. WALK
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
ABBREVIATION and SYMBOL LEGEND
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
GRAPHIC SCALE
50 0 50 100
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

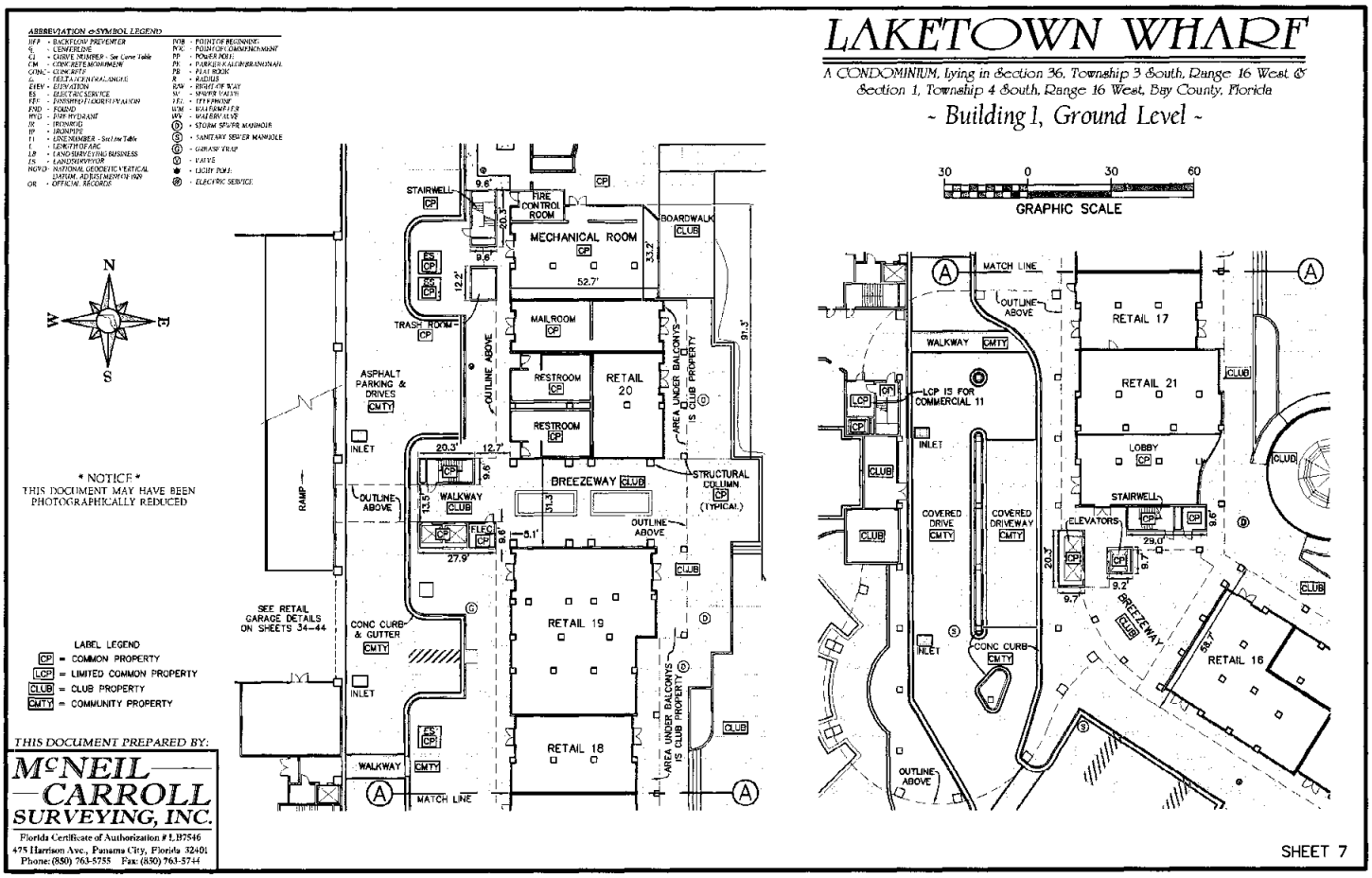
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
-Site Plan-
SEE SHEET 6
SEE SHEET 4
NW LINE OF GULF POWER COMPANY'S EASEMENT (SEE SHEET 2)
-Grand Lagoon-
BUILDING 2 BUILDING FOOTPRINT (SEE DETAIL SHEETS)
SOUTH GARAGE (SEE SHEETS 45-46)
SEAWALL
PROJECT BOUNDARY
BELLSOUTH EQUIPMENT STAND & EASEMENT
S. THOMAS DRIVE (100' R/W)
DRAINAGE EASEMENT (SEE SHEET 2)
FENCE
GENERATOR
SHOWER
ASPHALT DRIVE
ASPHALT DRIVEWAY
PAVER WALK
BOARDWALK
CONC WALK
FRONT BEACH RD
"LAKETOWN WHARF"
"SUNSATIONS"
S 00°01'35" W 88.29'
PROPERTY LINE
SEE SHEET 3
STUCCO WALL
14.5'
0.9'
WELL & PUMP
1.1'
6' HIGH WOOD FENCE
DETAIL
(NOT TO SCALE)
N
S
E
W
LABEL LEGEND
CP = COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
McNEIL CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
50 0 50 100
GRAPHIC SCALE
ABBREVIATION & SYMBOL LEGEND
SHEET 5

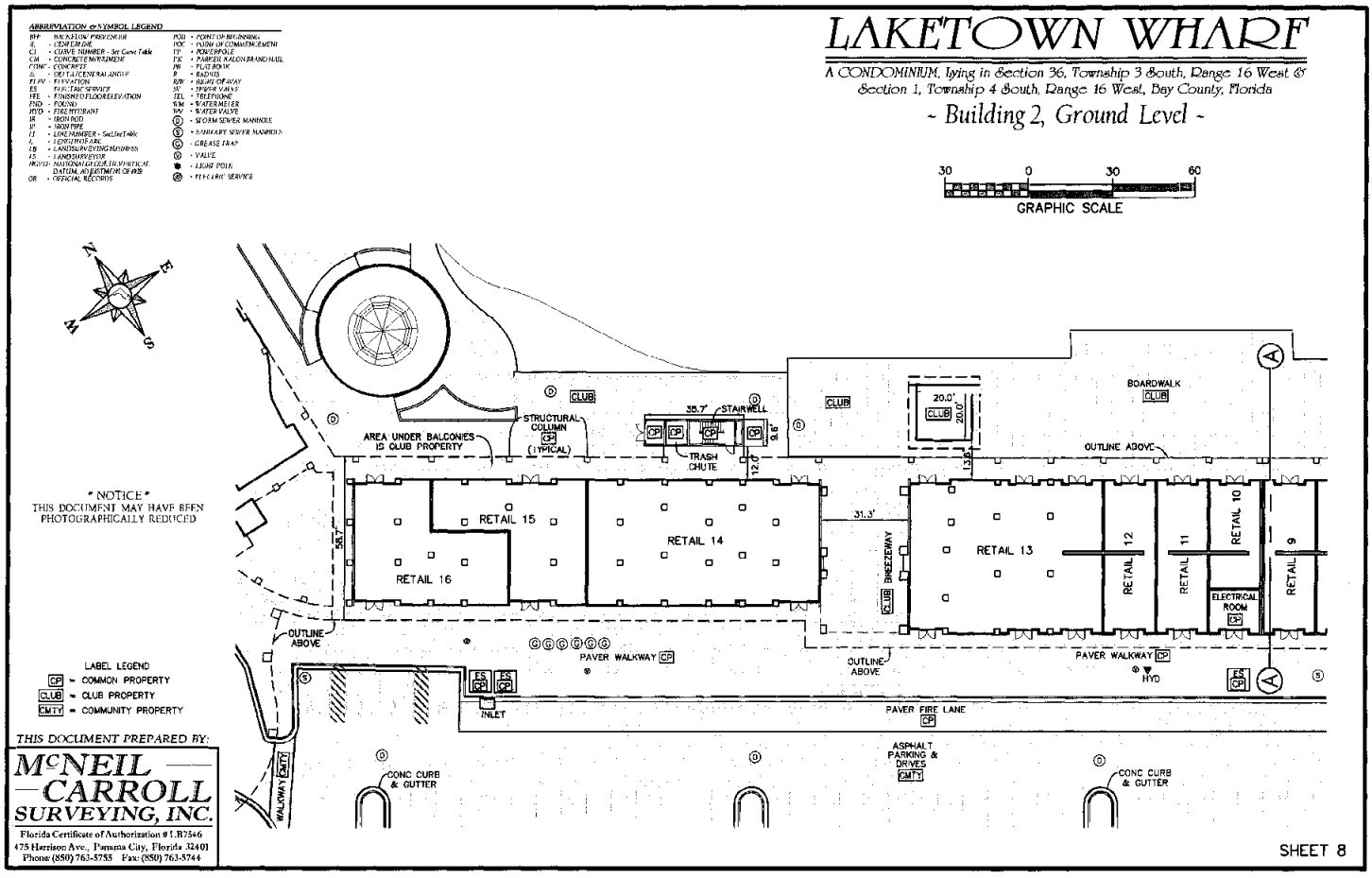
# Exhibit "L"


N
W
E
S
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
50 0 50 100
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Site Plan -
SEE SHEET 3
- Grand Lagoon -
CP
PROJECT BOUNDARY
WATER FEATURE
CLUB
APPROXIMATE EDGE OF WATER
GAZEBO
ABBREVIATION & SYMBOL LEGEND
LABEL LEGEND
CP = COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
BOARDWALK
BREEZEWAY
WOOD WALK
POOL
WOOD DECK
REST ROOMS
SEWER GRINDER STATION
NW LINE OF GULF POWER COMPANY'S EASEMENT (SEE SHEET 2)
BUILDING 2
BUILDING FOOTPRINT (SEE DETAIL SHEETS)
OUTLINE ABOVE
PAVER FIRELANE
ASPHALT PARKING AREA & DRIVEWAY
PROPOSED MONUMENT SIGN
ASPHALT DRIVEWAY
PAVER WALK
SEAWALL
SEE SHEET 4
SEE SHEET 5
SHEET 6
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

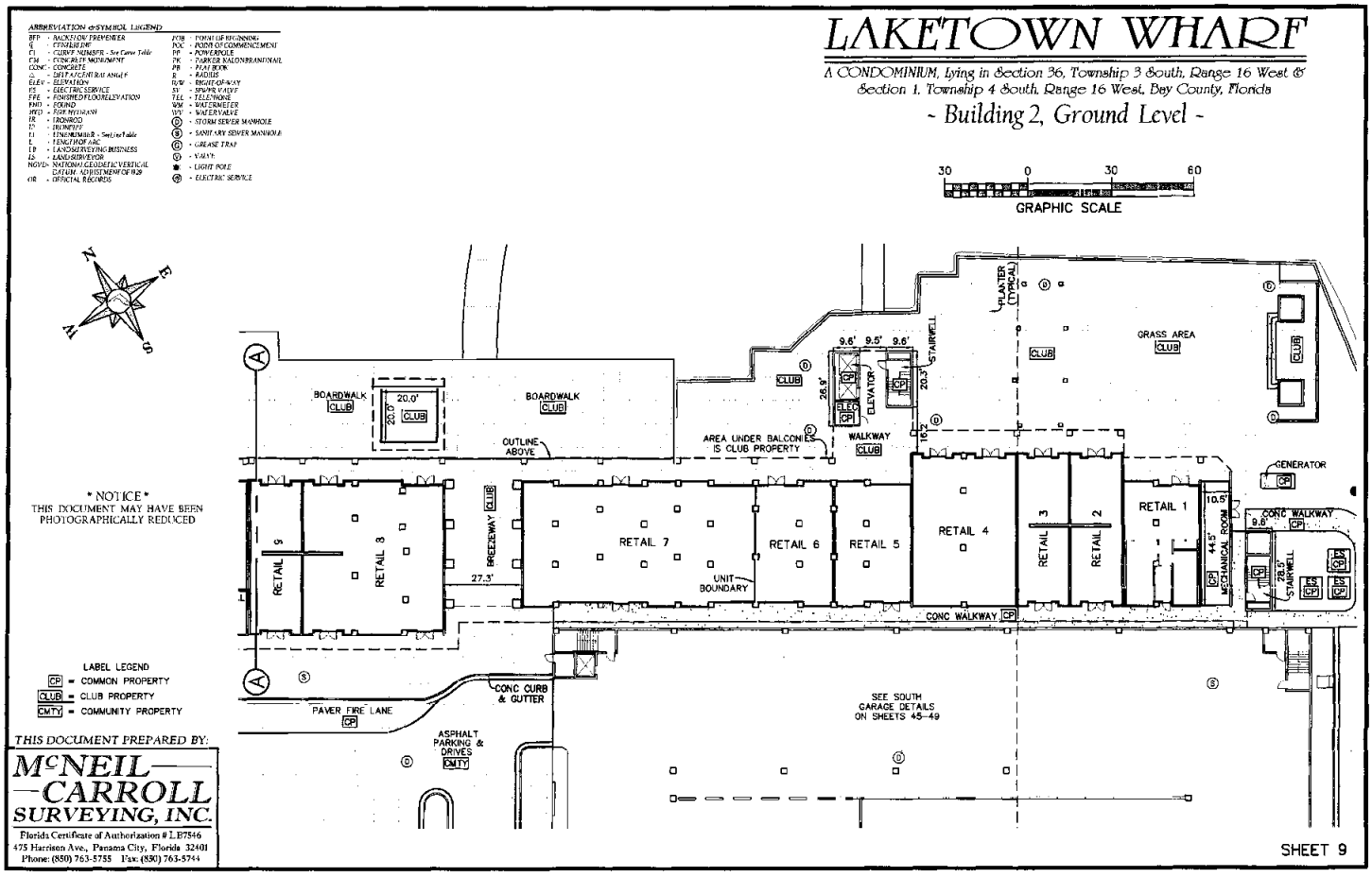
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Building 1, Ground Level ~
GRAPHIC SCALE
30 0 30 60
MECHANICAL ROOM
FIRE CONTROL ROOM
STAIRWELL
BOARDWALK
MAILROOM
TRASH ROOM
RESTROOM
RETAIL 20
ASPHALT PARKING & DRIVES
BREEZEWAY
STRUCTURAL COLUMN (TYPICAL)
RETAIL 19
RETAIL 18
RAMP
SEE RETAIL GARAGE DETAILS ON SHEETS 34-44
CONC CURB & GUTTER
WALKWAY
MATCH LINE
INLET
OUTLINE ABOVE
AREA UNDER BALCONYS IS CLUB PROPERTY
RETAIL 17
RETAIL 21
LOBBY
ELEVATORS
COVERED DRIVE
COVERED DRIVEWAY
LCP IS FOR COMMERCIAL 11
RETAIL 16
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
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Florida Certificate of Authorization # LB7546
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Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 7

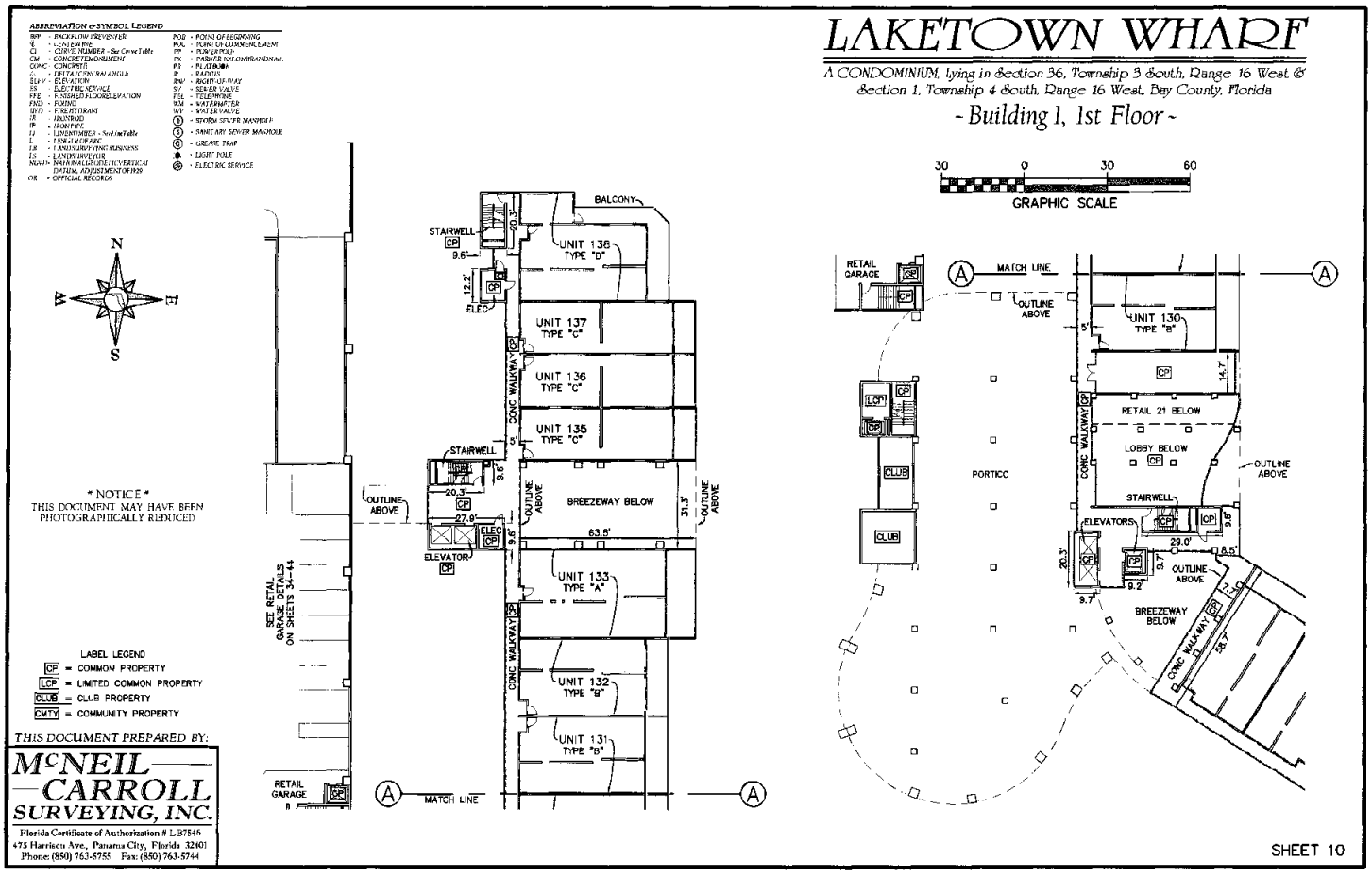
# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, Ground Level -
30 0 30 60
GRAPHIC SCALE
N E S W
AREA UNDER BALCONIES IS CLUB PROPERTY
STRUCTURAL COLUMN CP (TYPICAL)
35.7' STAIRWELL
TRASH CHUTE
BOARDWALK CLUB
OUTLINE ABOVE
RETAIL 15
RETAIL 14
RETAIL 16
RETAIL 13
RETAIL 12
RETAIL 11
RETAIL 10
RETAIL 9
BREEZEWAY
ELECTRICAL ROOM
PAVER WALKWAY CP
PAVER FIRE LANE CP
INLET
HYD
ASPHALT PARKING & DRIVES CMTY
CONC CURB & GUTTER
WALKWAY CMTY
* NOTICE *
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LABEL LEGEND
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CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
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Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone (850) 763-5755 Fax: (850) 763-5744
SHEET 8

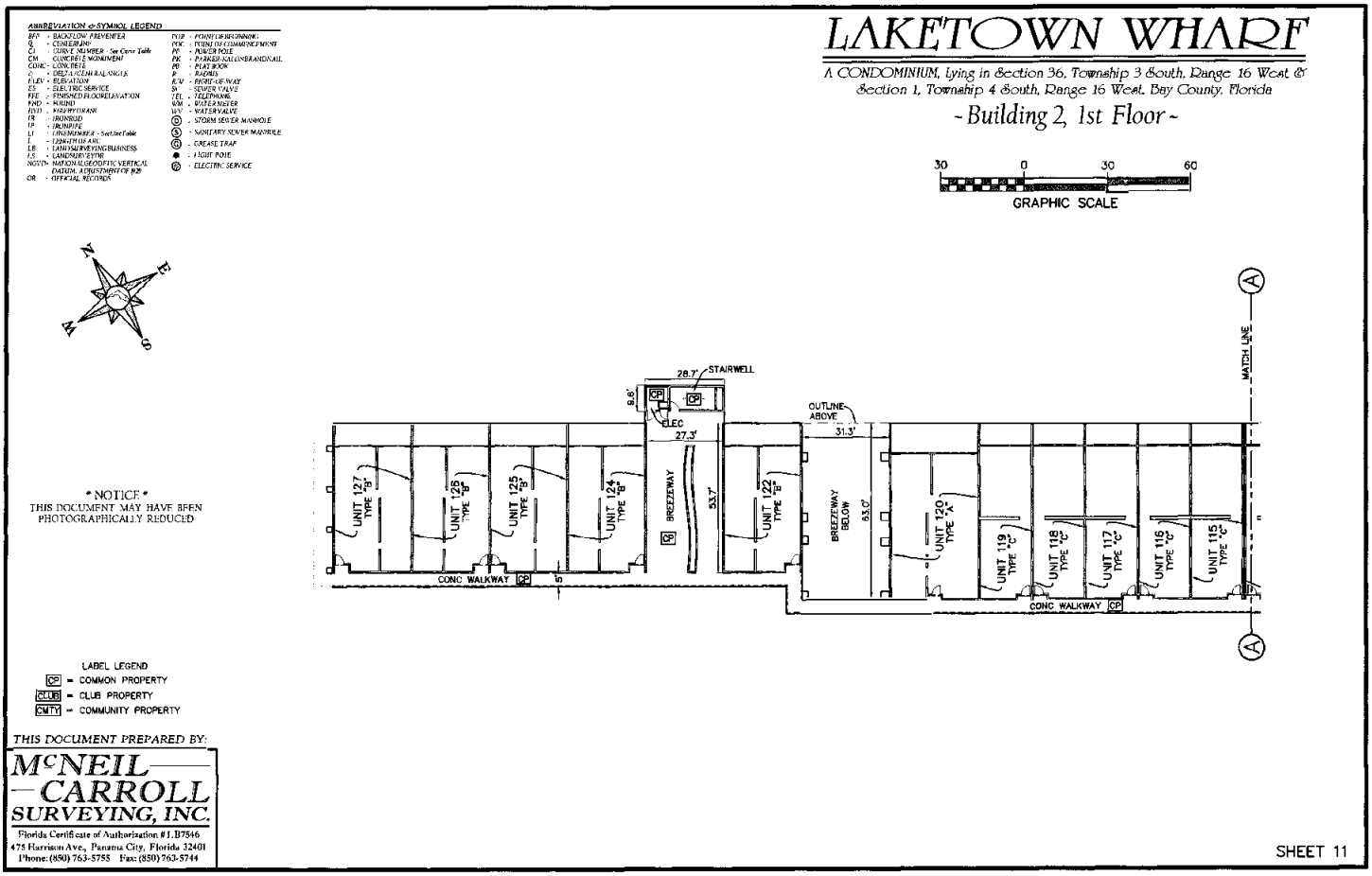
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, Ground Level -
GRAPHIC SCALE
30 0 30 60
ABBREVIATION & SYMBOL LEGEND
BFP - BACKFLOW PREVENTER
℄ - CENTERLINE
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA/CENTRAL ANGLE
ELEV - ELEVATION
FPL - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LS - LAND SURVEYOR
NGVD - NATIONAL GEODETIC VERTICAL DATUM ADJUSTMENT OF 1929
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER KALON/BRANTNAIL
PR - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
SV - SPRNR VALVE
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- GREASE TRAP
- VALVE
- LIGHT POLE
- ELECTRIC SERVICE
N E S W
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
BOARDWAY
CLUB
20.0'
OUTLINE ABOVE
AREA UNDER BALCONIES IS CLUB PROPERTY
WALKWAY
PLANTER (TYPICAL)
STAIRWELL
ELEVATOR
GRASS AREA
GENERATOR
RETAIL 9
RETAIL 8
BREEZEWAY
27.3'
RETAIL 7
RETAIL 6
RETAIL 5
UNIT BOUNDARY
RETAIL 4
RETAIL 3
RETAIL 2
RETAIL 1
MECHANICAL ROOM
CONC WALKWAY
CONC CURB & GUTTER
PAVER FIRE LANE
ASPHALT PARKING & DRIVES
SEE SOUTH GARAGE DETAILS ON SHEETS 45-49
THIS DOCUMENT PREPARED BY:
McNEIL-CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 9

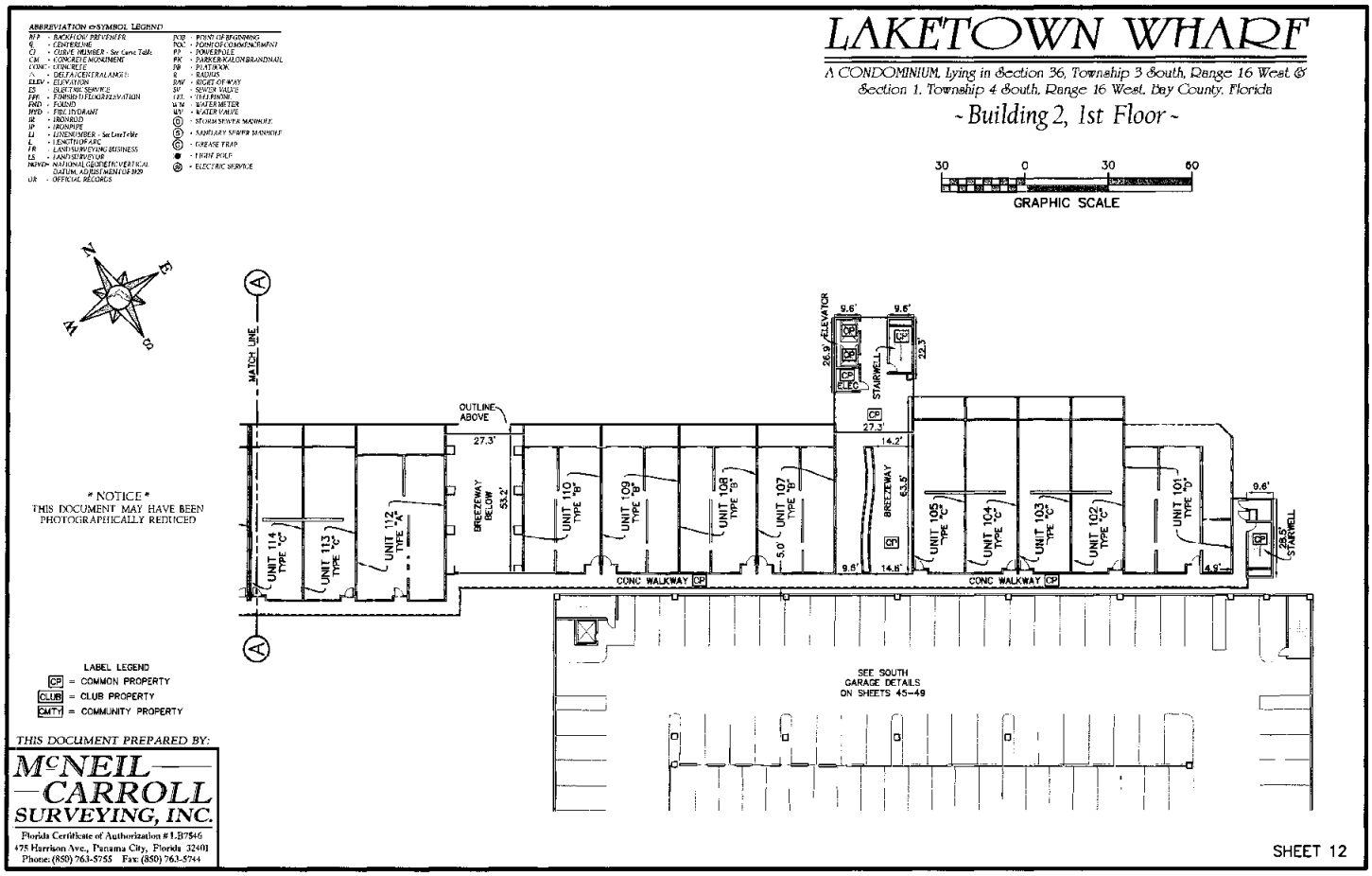
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 1, 1st Floor -
GRAPHIC SCALE
30 0 30 60
ABBREVIATION & SYMBOL LEGEND
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
* NOTICE *
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THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7545
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
UNIT 138 TYPE "D"
UNIT 137 TYPE "C"
UNIT 136 TYPE "C"
UNIT 135 TYPE "C"
UNIT 133 TYPE "A"
UNIT 132 TYPE "B"
UNIT 131 TYPE "B"
UNIT 130 TYPE "B"
BALCONY
STAIRWELL
ELEC
ELEVATOR
CONC WALKWAY
OUTLINE ABOVE
BREEZEWAY BELOW
RETAIL GARAGE
MATCH LINE
SEE RETAIL GARAGE DETAILS ON SHEETS 34-44
RETAIL 21 BELOW
LOBBY BELOW
ELEVATORS
PORTICO
CLUB
SHEET 10

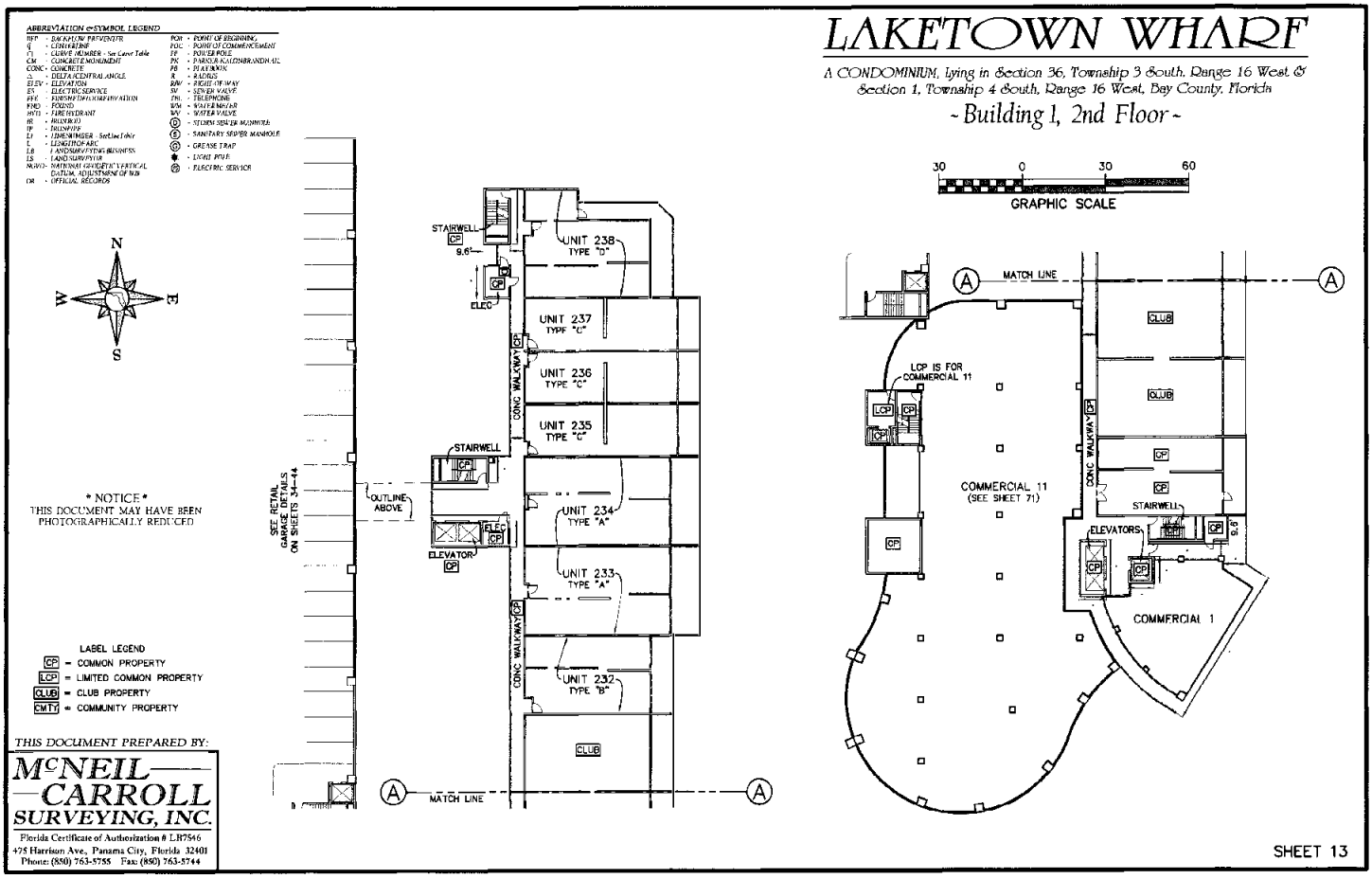
# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
BFP - BACKFLOW PREVENTER
℄ - CENTERLINE
C1 - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
FIRE - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
L1 - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LS - LAND SURVEYOR
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PR - PARKER-KALON BRANDRAIL
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
SV - SEWER VALVE
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
STORM SEWER MANHOLE
SANITARY SEWER MANHOLE
GREASE TRAP
LIGHT POLE
ELECTRIC SERVICE
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 1st Floor -
30 0 30 60
GRAPHIC SCALE
N
E
W
S
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
28.7'
STAIRWELL
5.6'
CP
ELEC
27.3'
OUTLINE ABOVE
31.3'
MATCH LINE
A
UNIT 127 TYPE "B"
UNIT 126 TYPE "B"
UNIT 125 TYPE "B"
UNIT 124 TYPE "B"
BREEZEWAY
53.7'
UNIT 122 TYPE "B"
BREEZEWAY BELOW
83.0'
UNIT 120 TYPE "A"
UNIT 119 TYPE "C"
UNIT 118 TYPE "C"
UNIT 117 TYPE "C"
UNIT 116 TYPE "C"
UNIT 115 TYPE "C"
CONC WALKWAY
CP
LABEL LEGEND
CP = COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 11

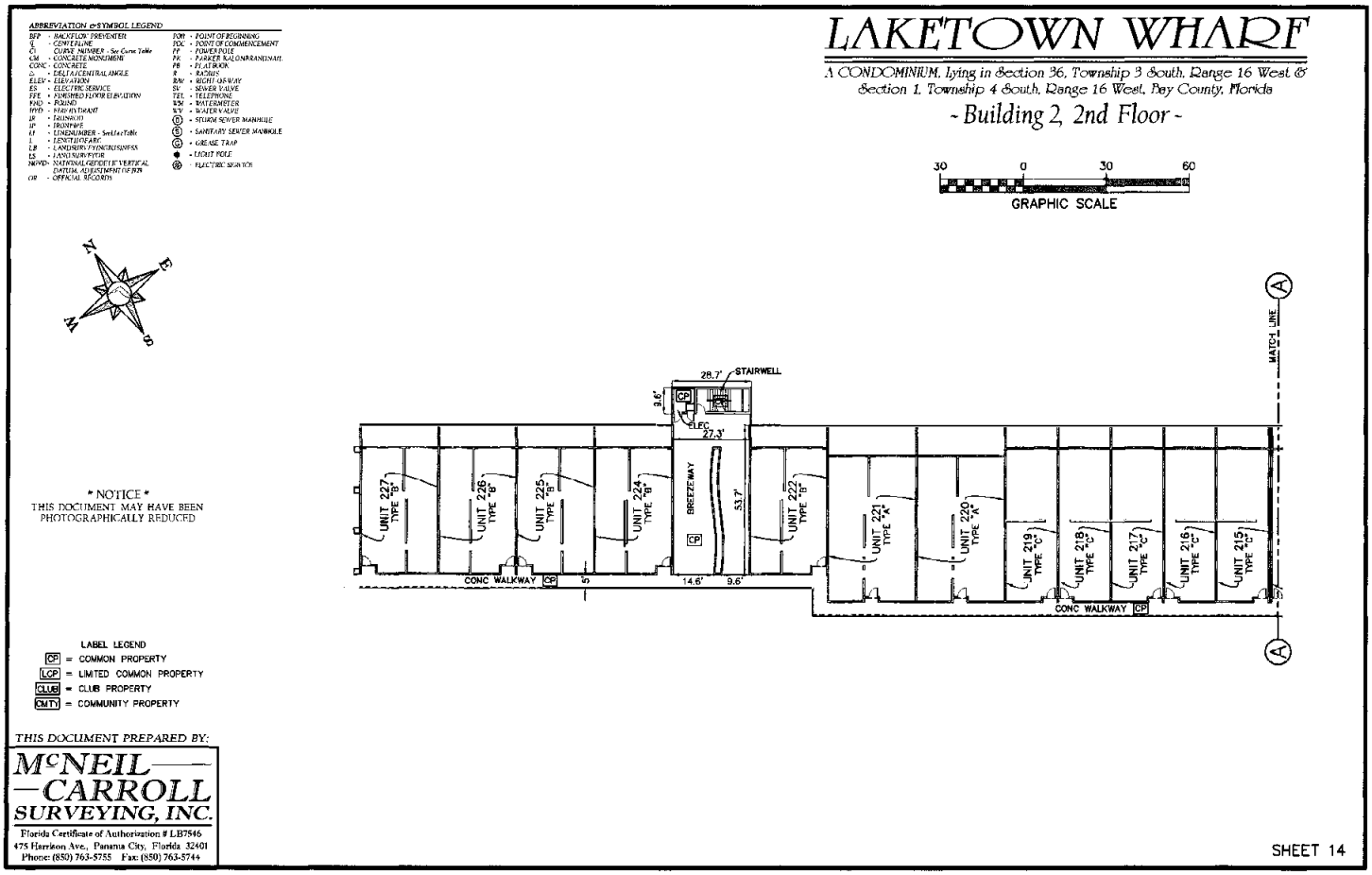
# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Building 2, 1st Floor ~
30 0 30 60
GRAPHIC SCALE
MATCH LINE
OUTLINE ABOVE
UNIT 114 TYPE "C"
UNIT 113 TYPE "C"
UNIT 112 TYPE "K"
BREEZEWAY BELOW
UNIT 110 TYPE "B"
UNIT 109 TYPE "B"
UNIT 108 TYPE "B"
UNIT 107 TYPE "B"
ELEVATOR
STAIRWELL
BREEZEWAY
UNIT 105 TYPE "C"
UNIT 104 TYPE "C"
UNIT 103 TYPE "C"
UNIT 102 TYPE "C"
UNIT 101 TYPE "D"
CONC WALKWAY
SEE SOUTH GARAGE DETAILS ON SHEETS 45-49
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 12

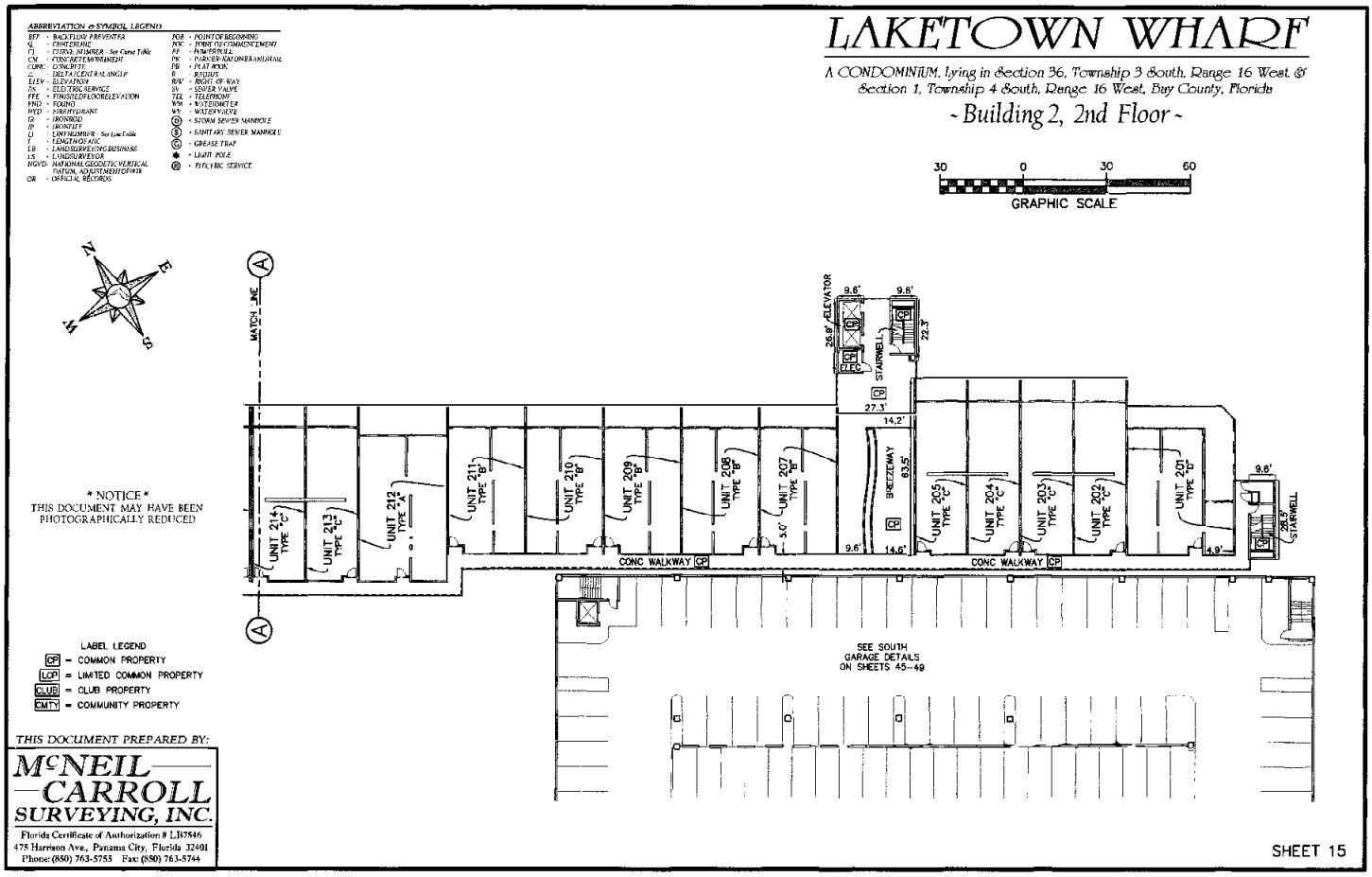
# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Building 1, 2nd Floor ~
GRAPHIC SCALE
30 0 30 60
N
W
E
S
STAIRWELL
ELEC
UNIT 238 TYPE "D"
UNIT 237 TYPE "C"
UNIT 236 TYPE "C"
UNIT 235 TYPE "C"
UNIT 234 TYPE "A"
UNIT 233 TYPE "A"
UNIT 232 TYPE "B"
CONC WALKWAY
ELEVATOR
OUTLINE ABOVE
SEE RETAIL GARAGE DETAILS ON SHEETS 34-44
MATCH LINE
CLUB
LCP IS FOR COMMERCIAL 11
COMMERCIAL 11 (SEE SHEET 71)
ELEVATORS
COMMERCIAL 1
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 13

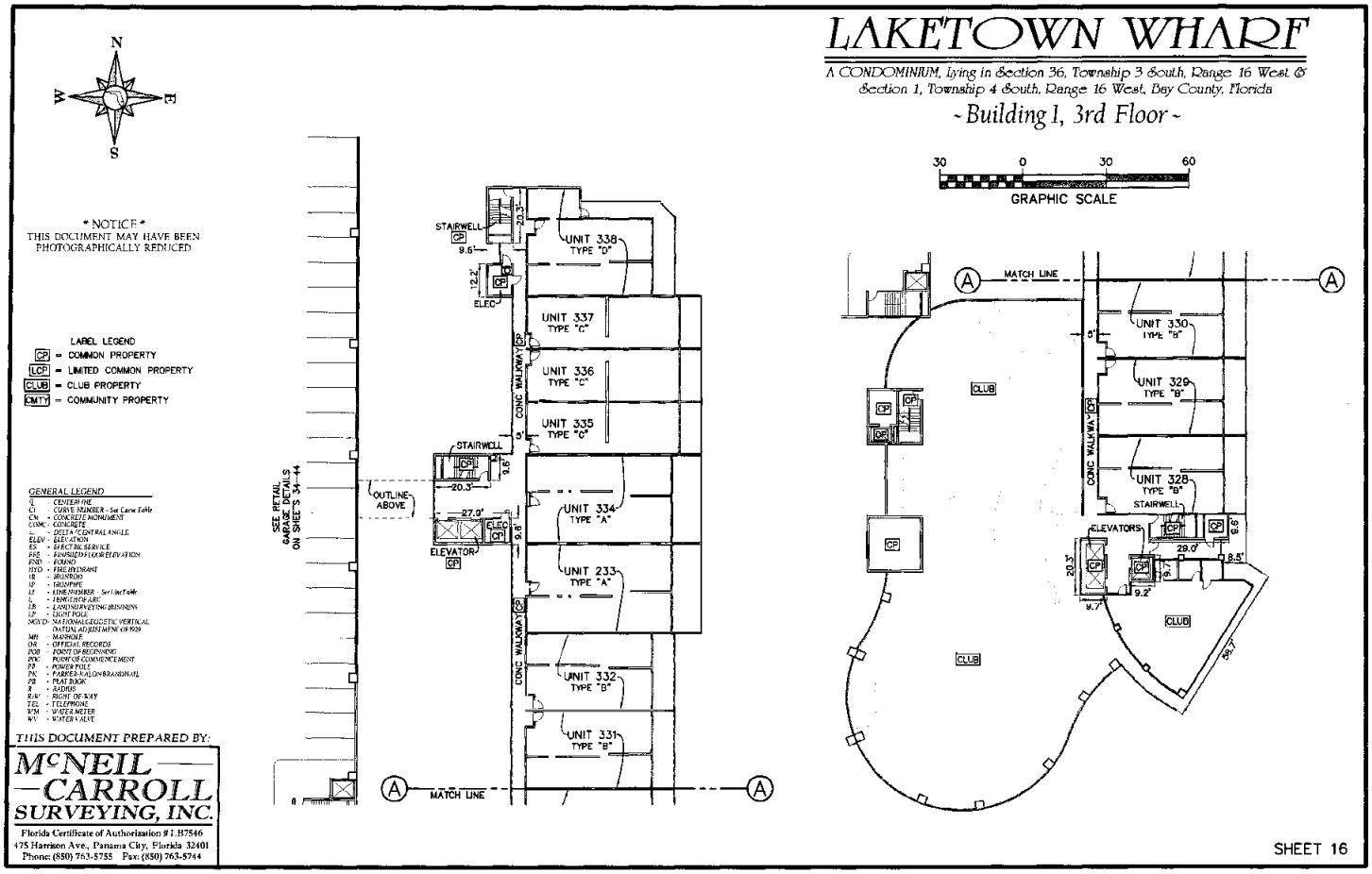
# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
BFP - BACKFLOW PREVENTER
℄ - CENTERLINE
Ch - CHORD BEARING
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
LN - LINE/NUMBER - See Line Table
L - LENGTH OF ARC
LB - LANDSURVEYOR BUSINESS
LS - LAND SURVEYOR
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER KALON NAIL
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT-OF-WAY
SV - SEWER VALVE
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
SD - STORM SEWER MANHOLE
SS - SANITARY SEWER MANHOLE
GT - GREASE TRAP
LIGHT POLE
EB - ELECTRIC BOX
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 2nd Floor -
30 0 30 60
GRAPHIC SCALE
N
E
W
S
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
28.7'
STAIRWELL
3.6'
CP
ELEC
27.3'
UNIT 227 TYPE "B"
UNIT 226 TYPE "B"
UNIT 225 TYPE "B"
UNIT 224 TYPE "B"
BREEZEWAY
53.7'
UNIT 222 TYPE "B"
UNIT 221 TYPE "A"
UNIT 220 TYPE "A"
UNIT 219 TYPE "C"
UNIT 218 TYPE "C"
UNIT 217 TYPE "C"
UNIT 216 TYPE "C"
UNIT 215 TYPE "C"
MATCH LINE
A
CONC WALKWAY
CP
14.6'
9.6'
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
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Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 14

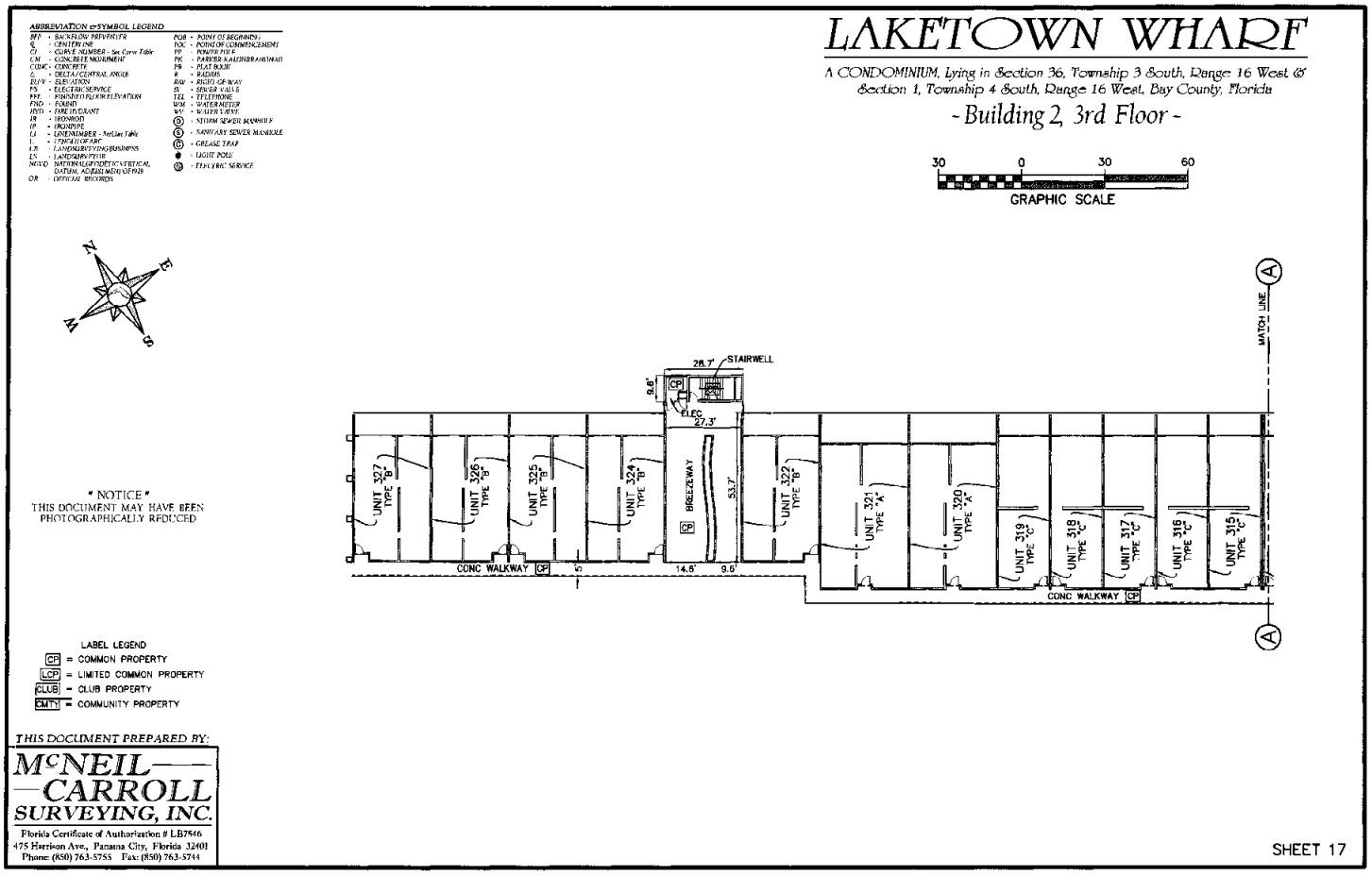
# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
BFP - BACKFLOW PREVENTER
℄ - CENTERLINE
C1 - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
FA - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - HYDRANT
I - IRONROD
IP - IRON PIPE
L1 - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LS - LAND SURVEYOR
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PR - PARKER-KALON BRASS NAIL
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
SV - SEWER VALVE
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
S - STORM SEWER MANHOLE
S - SANITARY SEWER MANHOLE
G - GREASE TRAP
- LIGHT POLE
E - ELECTRIC SERVICE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 2nd Floor -
30 0 30 60
GRAPHIC SCALE
N
E
S
W
MATCH LINE
A
A
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
UNIT 214 TYPE "C"
UNIT 213 TYPE "C"
UNIT 212 TYPE "A"
UNIT 211 TYPE "B"
UNIT 210 TYPE "B"
UNIT 209 TYPE "B"
UNIT 208 TYPE "B"
UNIT 207 TYPE "B"
UNIT 205 TYPE "C"
UNIT 204 TYPE "C"
UNIT 203 TYPE "C"
UNIT 202 TYPE "C"
UNIT 201 TYPE "C"
9.6' ELEVATOR
9.6'
22.3'
STAIRWELL
ELEC
27.3'
14.2'
BREEZEWAY
63.5'
5.6'
9.6'
14.6'
9.6'
28.5'
STAIRWELL
4.9'
CONC WALKWAY CP
CONC WALKWAY CP
SEE SOUTH GARAGE DETAILS ON SHEETS 45-49
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
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Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 15

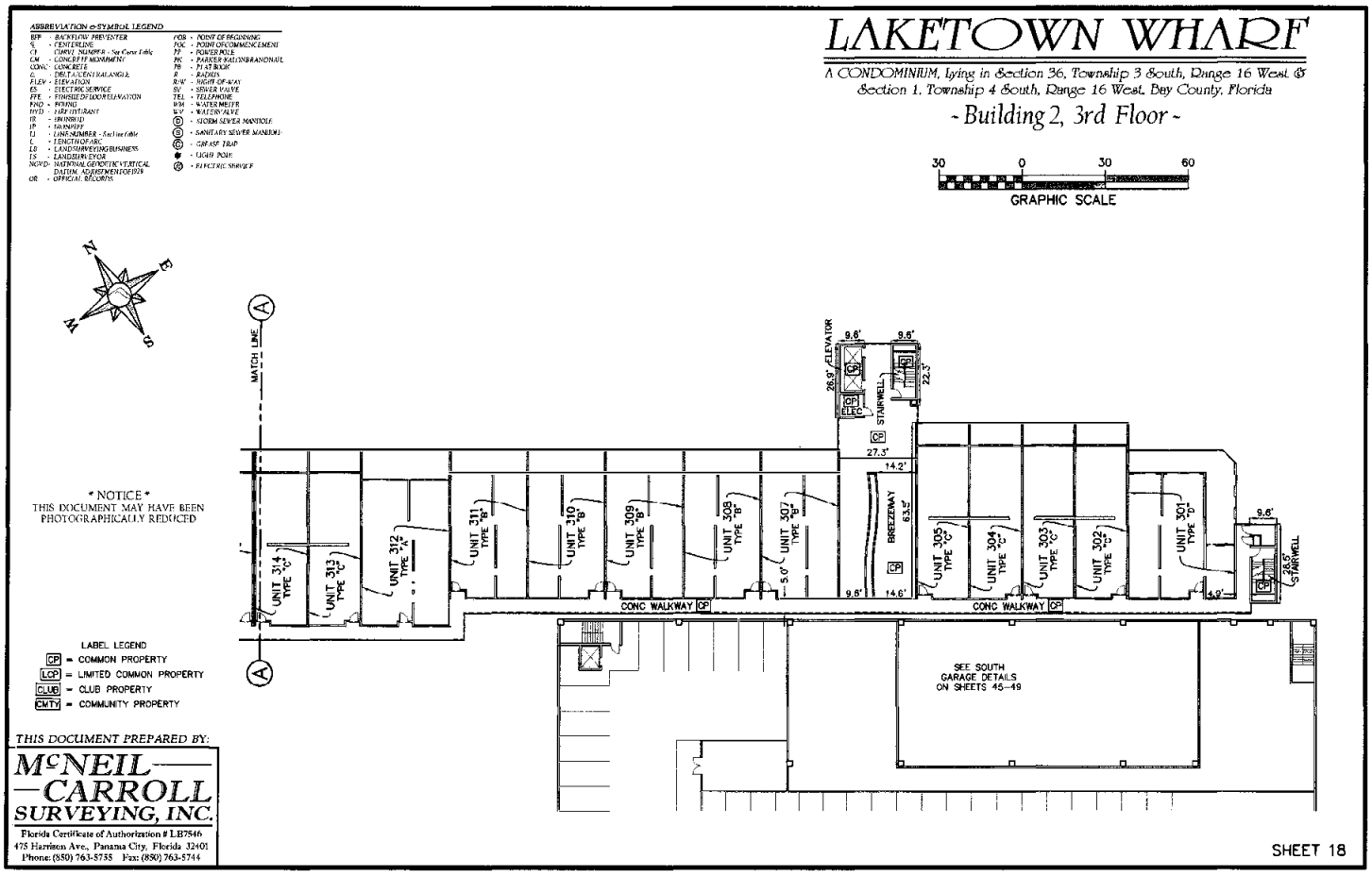
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Building 1, 3rd Floor ~
GRAPHIC SCALE
30 0 30 60
N
W
E
S
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SEE DETAIL ON SHEET 3 & 4
OUTLINE ABOVE
STAIRWELL
ELEC
ELEVATOR
CONC WALKWAY
UNIT 338 TYPE "D"
UNIT 337 TYPE "C"
UNIT 336 TYPE "C"
UNIT 335 TYPE "C"
UNIT 334 TYPE "A"
UNIT 233 TYPE "A"
UNIT 332 TYPE "B"
UNIT 331 TYPE "B"
MATCH LINE
UNIT 330 TYPE "B"
UNIT 329 TYPE "B"
UNIT 328 TYPE "B"
ELEVATORS
CLUB
SHEET 16

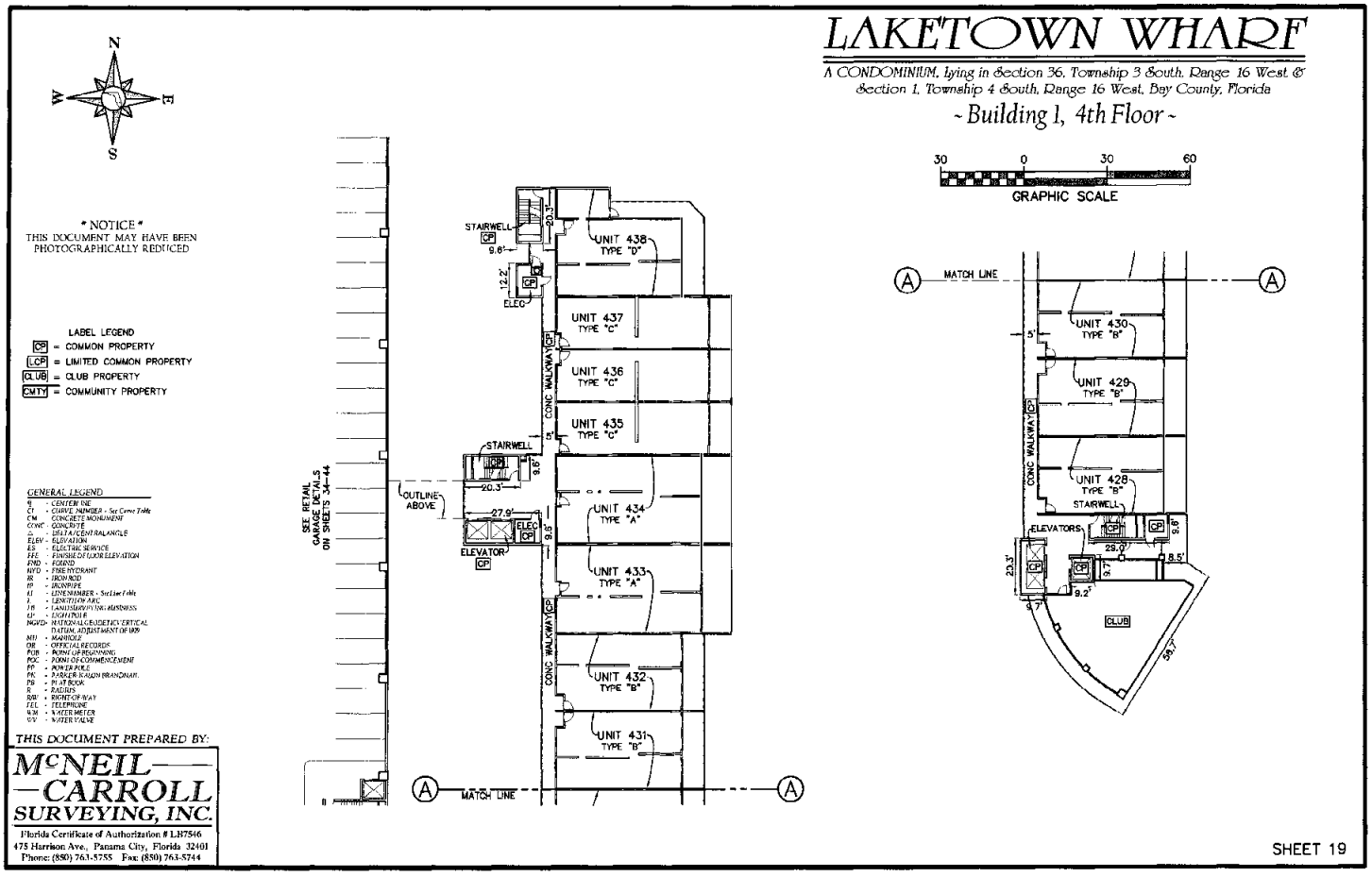
# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
BFP - BACKFLOW PREVENTER
℄ - CENTERLINE
C1 - CURVE NUMBER - See Curve Table
C.M. - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA/CENTRAL ANGLE
ELEV - ELEVATION
FPL - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
I.R. - IRON ROD
I.P. - IRON PIPE
L1 - LINE NUMBER - See Line Table
L - LENGTH OF ARC
L.B. - LAND SURVEYING BUSINESS
LS - LAND SURVEYOR
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PRC - PARKER KALON BRADWAY
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
SV - SEWER VALVE
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
SSMH - STORM SEWER MANHOLE
SSMH - SANITARY SEWER MANHOLE
GT - GREASE TRAP
LP - LIGHT POLE
FPL - ELECTRIC SERVICE
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 3rd Floor -
30 0 30 60
GRAPHIC SCALE
N
E
S
W
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
STAIRWELL
28.7'
9.6'
CP
ELEC.
27.3'
UNIT 327 TYPE "B"
UNIT 326 TYPE "B"
UNIT 325 TYPE "B"
UNIT 324 TYPE "B"
BREEZEWAY
53.7'
UNIT 322 TYPE "B"
UNIT 321 TYPE "A"
UNIT 320 TYPE "A"
UNIT 319 TYPE "C"
UNIT 318 TYPE "C"
UNIT 317 TYPE "C"
UNIT 316 TYPE "C"
UNIT 315 TYPE "C"
CONC WALKWAY CP
14.8'
9.6'
CONC WALKWAY CP
MATCH LINE
A
A
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
THIS DOCUMENT PREPARED BY:
McNEIL—CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 17

# Exhibit "L"


ABBREVIATION & SYMBOL LEGEND
BFP - BACKFLOW PREVENTER
℄ - CENTERLINE
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
ID - IRON ROD
IP - IRON PIPE
LN - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LS - LAND SURVEYOR
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PRC - PARKER KALON BRANDNAIL
PR - PK NAIL & DISK
R - RADIUS
R/W - RIGHT-OF-WAY
SV - SEWER VALVE
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
STORM SEWER MANHOLE
SANITARY SEWER MANHOLE
GREASE TRAP
LIGHT POLE
ELECTRIC SERVICE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 3rd Floor -
30 0 30 60
GRAPHIC SCALE
N
E
S
W
MATCH LINE
A
UNIT 314 TYPE "C"
UNIT 313 TYPE "C"
UNIT 312 TYPE "A"
UNIT 311 TYPE "B"
UNIT 310 TYPE "B"
UNIT 309 TYPE "B"
UNIT 308 TYPE "B"
UNIT 307 TYPE "B"
UNIT 305 TYPE "C"
UNIT 304 TYPE "C"
UNIT 303 TYPE "C"
UNIT 302 TYPE "C"
UNIT 301 TYPE "C"
ELEVATOR
STAIRWELL
BREEZEWAY
CONC WALKWAY
CP
ELEC
SEE SOUTH GARAGE DETAILS ON SHEETS 45-49
* NOTICE *
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LABEL LEGEND
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LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
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SHEET 18

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Building 1, 4th Floor ~
N
W
E
S
* NOTICE *
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LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
30 0 30 60
GRAPHIC SCALE
UNIT 438 TYPE "D"
UNIT 437 TYPE "C"
UNIT 436 TYPE "C"
UNIT 435 TYPE "C"
UNIT 434 TYPE "A"
UNIT 433 TYPE "A"
UNIT 432 TYPE "B"
UNIT 431 TYPE "B"
UNIT 430 TYPE "B"
UNIT 429 TYPE "B"
UNIT 428 TYPE "B"
STAIRWELL
ELEC
ELEVATOR
ELEVATORS
CONC WALKWAY
OUTLINE ABOVE
SEE RETAIL GARAGE DETAILS ON SHEETS 34-44
MATCH LINE
CLUB
THIS DOCUMENT PREPARED BY:
McNEIL—CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 19

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Building 2, 4th Floor -*

30 0 30 60

GRAPHIC SCALE

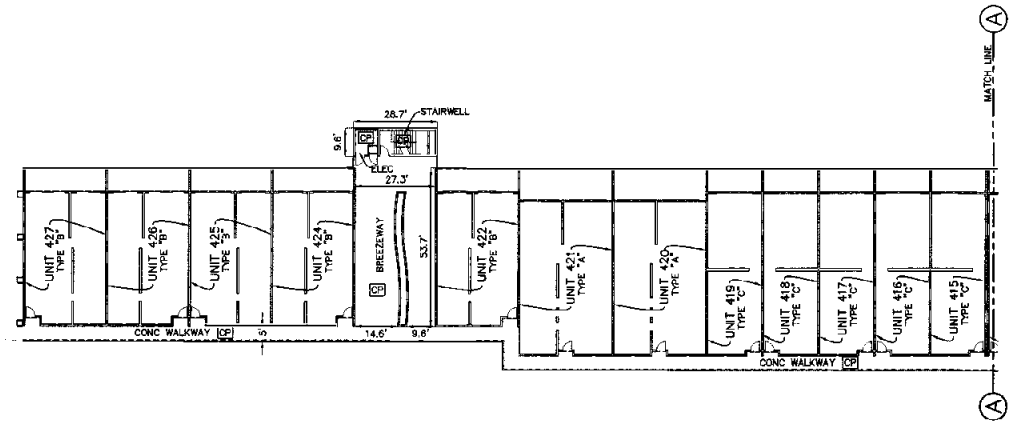
* NOTICE *
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LABEL LEGEND

CP = COMMON PROPERTY
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CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY

GENERAL LEGEND

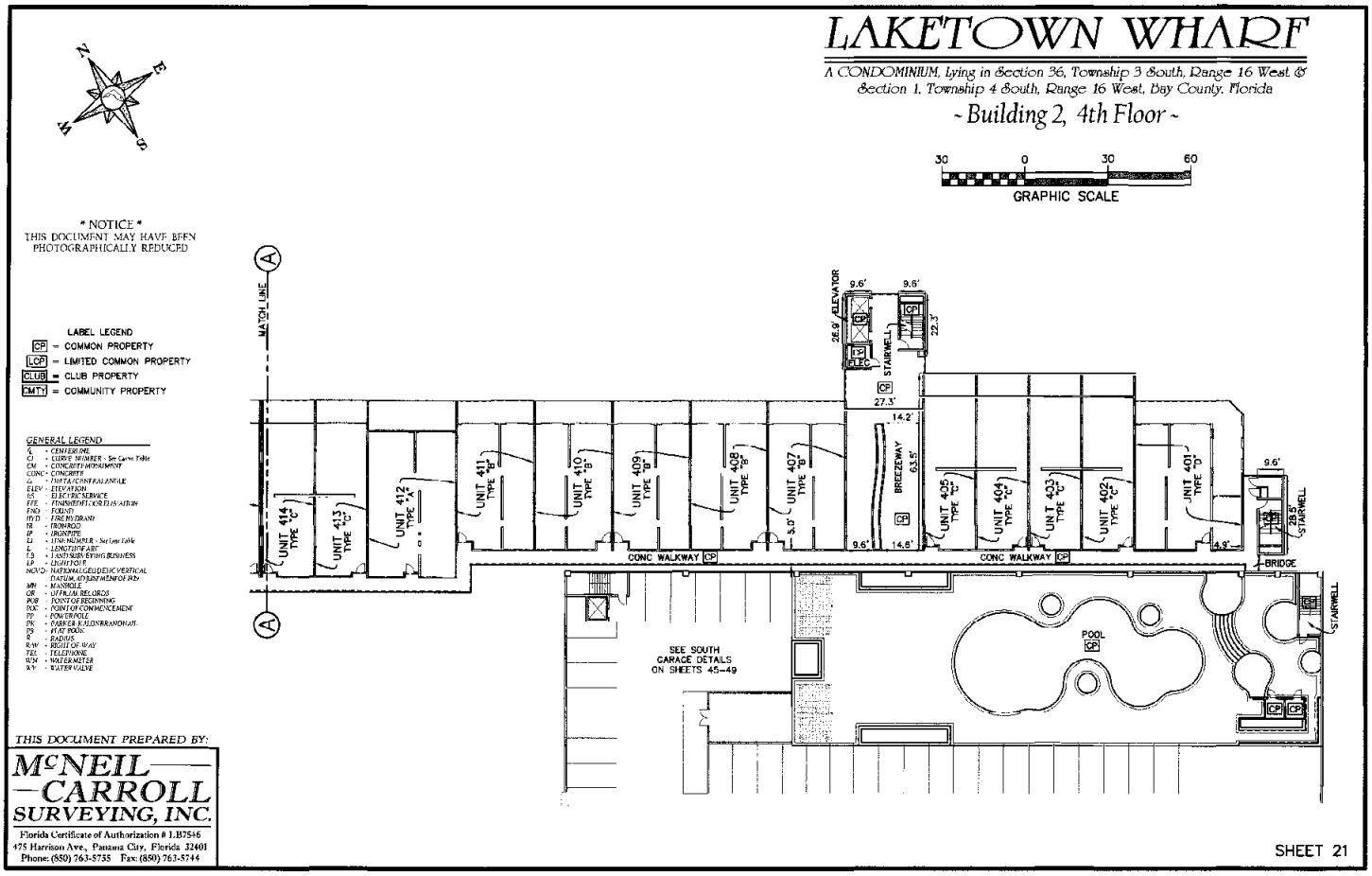
℄ - CENTERLINE
C# - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA/CENTRAL ANGLE
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
FHYD - FIRE HYDRANT
FR - IRON ROD
IP - IRON PIPE
LI - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER KALON/BRANDNAIL
PR - PLAT/WORK
R - RADIUS
ROW - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATERMETER
WV - WATER VALVE



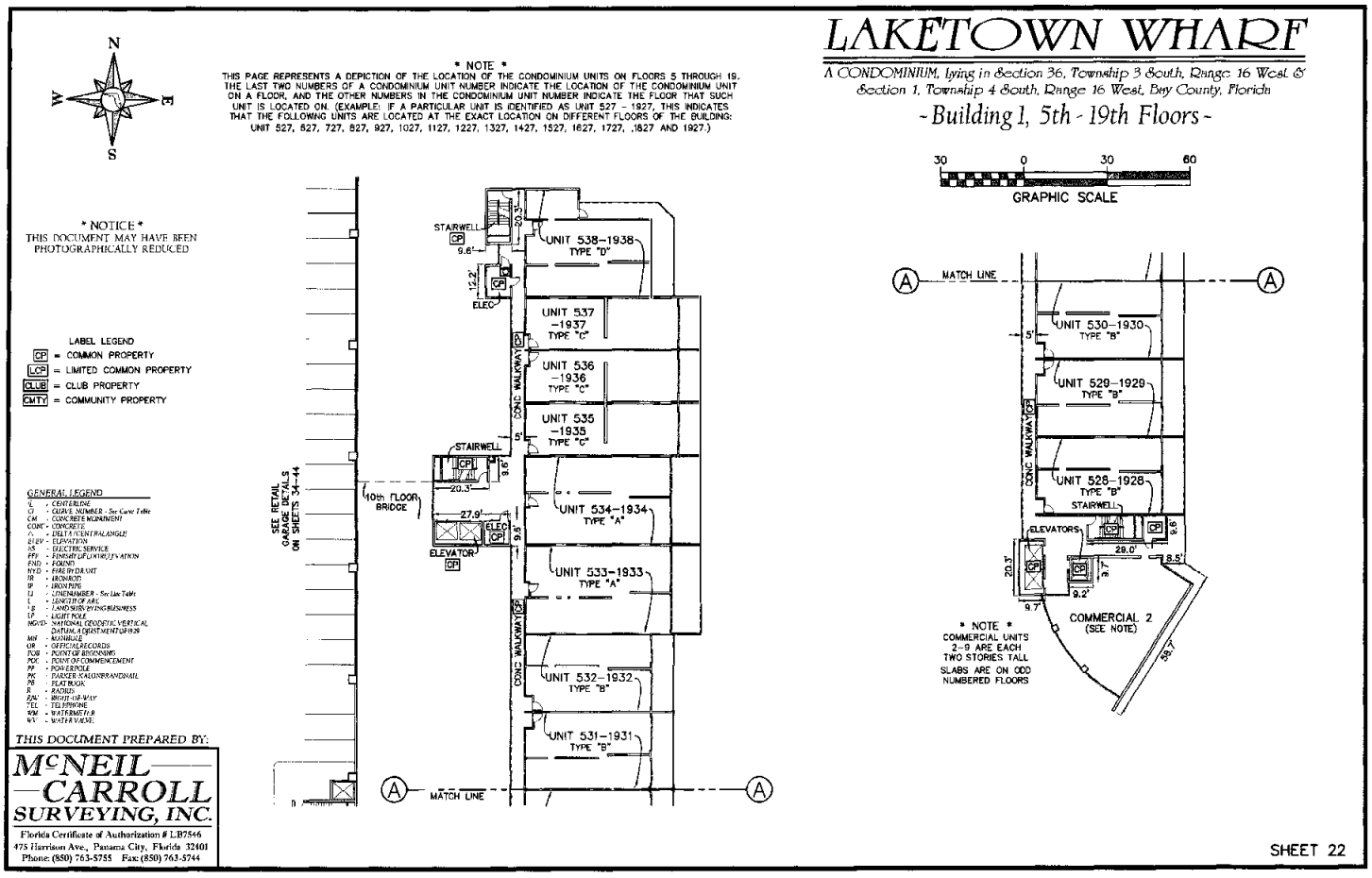

THIS DOCUMENT PREPARED BY:

McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Building 2, 4th Floor ~
30 0 30 60
GRAPHIC SCALE
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
MATCH LINE
UNIT 414 TYPE 'C'
UNIT 413 TYPE 'C'
UNIT 412 TYPE 'A'
UNIT 411 TYPE 'B'
UNIT 410 TYPE 'B'
UNIT 409 TYPE 'B'
UNIT 408 TYPE 'B'
UNIT 407 TYPE 'B'
BREEZEWAY
UNIT 405 TYPE 'C'
UNIT 404 TYPE 'C'
UNIT 403 TYPE 'C'
UNIT 402 TYPE 'C'
UNIT 401 TYPE 'D'
ELEVATOR
STAIRWELL
ELEC
CONC WALKWAY CP
BRIDGE
SEE SOUTH GARAGE DETAILS ON SHEETS 45-49
POOL
THIS DOCUMENT PREPARED BY:
McNEIL—CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 21

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 1, 5th - 19th Floors -
* NOTE *
THIS PAGE REPRESENTS A DEPICTION OF THE LOCATION OF THE CONDOMINIUM UNITS ON FLOORS 5 THROUGH 19. THE LAST TWO NUMBERS OF A CONDOMINIUM UNIT NUMBER INDICATE THE LOCATION OF THE CONDOMINIUM UNIT ON A FLOOR, AND THE OTHER NUMBERS IN THE CONDOMINIUM UNIT NUMBER INDICATE THE FLOOR THAT SUCH UNIT IS LOCATED ON. (EXAMPLE: IF A PARTICULAR UNIT IS IDENTIFIED AS UNIT 527 - 1927, THIS INDICATES THAT THE FOLLOWING UNITS ARE LOCATED AT THE EXACT LOCATION ON DIFFERENT FLOORS OF THE BUILDING: UNIT 527, 627, 727, 827, 927, 1027, 1127, 1227, 1327, 1427, 1527, 1627, 1727, ,1827 AND 1927.)
N
W
E
S
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
STAIRWELL
UNIT 538-1938 TYPE "D"
ELEC
UNIT 537 -1937 TYPE "C"
UNIT 536 -1936 TYPE "C"
UNIT 535 -1935 TYPE "C"
CONC. WALKWAY
10th FLOOR BRIDGE
UNIT 534-1934 TYPE "A"
ELEVATOR
UNIT 533-1933 TYPE "A"
UNIT 532-1932 TYPE "B"
UNIT 531-1931 TYPE "B"
SEE RETAIL GARAGE DETAILS ON SHEETS 34-44
MATCH LINE
GRAPHIC SCALE
30 0 30 60
UNIT 530-1930 TYPE "B"
UNIT 529-1929 TYPE "B"
UNIT 528-1928 TYPE "B"
ELEVATORS
COMMERCIAL 2 (SEE NOTE)
* NOTE *
COMMERCIAL UNITS 2-9 ARE EACH TWO STORIES TALL
SLABS ARE ON ODD NUMBERED FLOORS
SHEET 22

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Building 2, 5th - 19th Floors -*

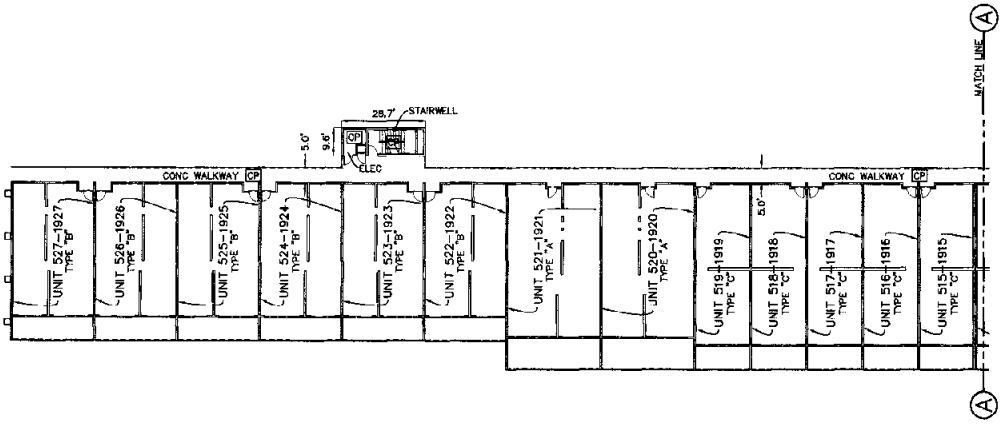
* NOTE *
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30 0 30 60
GRAPHIC SCALE

* NOTICE *
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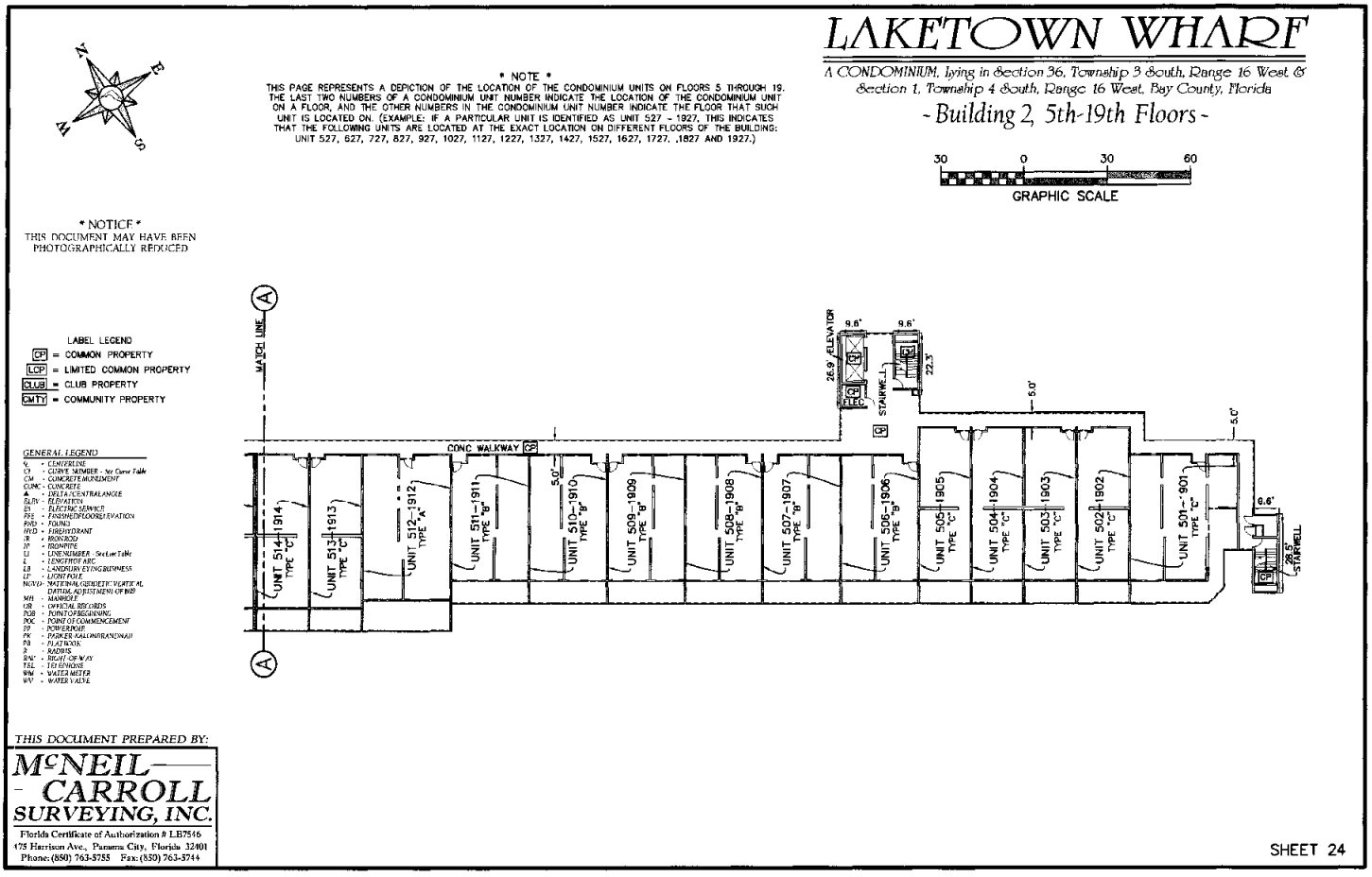
GENERAL LEGEND
- N. - CENTERLINE
- CI - CURVE NUMBER - *See Curve Table*
- CM - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA (CENTRAL ANGLE)
- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- FPLD - FIREPLUG/HYD
- IR - IRON ROD
- IP - IRON PIPE
- LT - LINE NUMBER - *See Line Table*
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - PARKER KALON NAIL AND DISK
- PB - PLAT BOOK
- R - RADIUS
- ROW - RIGHT OF WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE



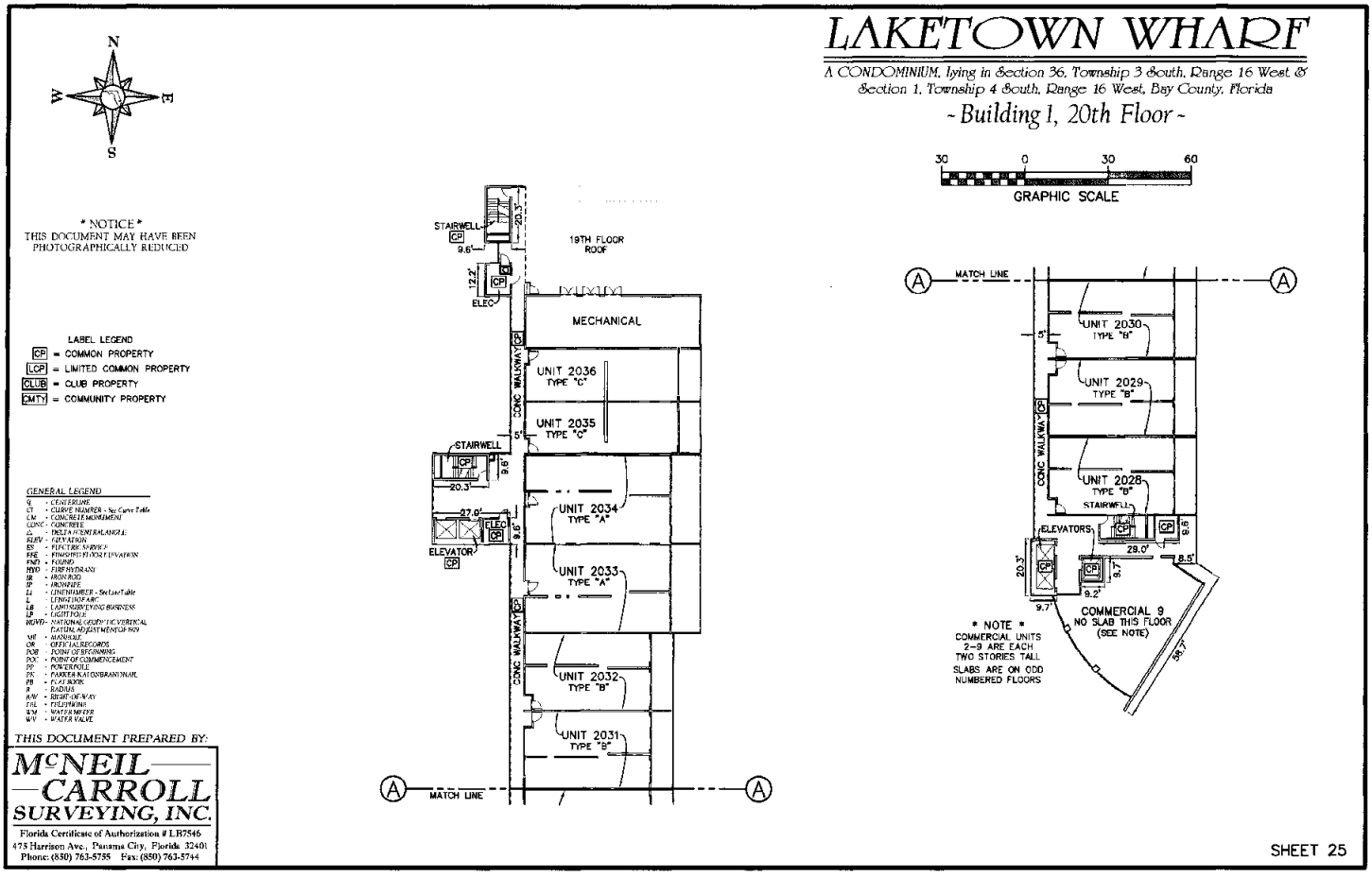

*THIS DOCUMENT PREPARED BY:*

McNEIL—CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 5th-19th Floors -
* NOTE *
THIS PAGE REPRESENTS A DEPICTION OF THE LOCATION OF THE CONDOMINIUM UNITS ON FLOORS 5 THROUGH 19. THE LAST TWO NUMBERS OF A CONDOMINIUM UNIT NUMBER INDICATE THE LOCATION OF THE CONDOMINIUM UNIT ON A FLOOR, AND THE OTHER NUMBERS IN THE CONDOMINIUM UNIT NUMBER INDICATE THE FLOOR THAT SUCH UNIT IS LOCATED ON. (EXAMPLE: IF A PARTICULAR UNIT IS IDENTIFIED AS UNIT 527 - 1927, THIS INDICATES THAT THE FOLLOWING UNITS ARE LOCATED AT THE EXACT LOCATION ON DIFFERENT FLOORS OF THE BUILDING: UNIT 527, 627, 727, 827, 927, 1027, 1127, 1227, 1327, 1427, 1527, 1627, 1727, 1827 AND 1927.)
30 0 30 60
GRAPHIC SCALE
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
MATCH LINE
CONC WALKWAY CP
UNIT 514-1914 TYPE "C"
UNIT 513-1913 TYPE "C"
UNIT 512-1912 TYPE "A"
UNIT 511-1911 TYPE "B"
UNIT 510-1910 TYPE "B"
UNIT 509-1909 TYPE "B"
UNIT 508-1908 TYPE "B"
UNIT 507-1907 TYPE "B"
UNIT 506-1906 TYPE "B"
UNIT 505-1905 TYPE "C"
UNIT 504-1904 TYPE "C"
UNIT 503-1903 TYPE "C"
UNIT 502-1902 TYPE "C"
UNIT 501-1901 TYPE "C"
26.9' ELEVATOR
9.6'
22.5'
STAIRWELL
FLEC
5.0'
5.0'
9.6'
STAIRWELL
THIS DOCUMENT PREPARED BY:
McNEIL - CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 24

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Building 1, 20th Floor ~
GRAPHIC SCALE
30 0 30 60
N
W
E
S
* NOTICE *
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CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
19TH FLOOR ROOF
STAIRWELL
ELEC
MECHANICAL
UNIT 2036 TYPE "C"
UNIT 2035 TYPE "C"
UNIT 2034 TYPE "A"
UNIT 2033 TYPE "A"
UNIT 2032 TYPE "B"
UNIT 2031 TYPE "B"
CONC WALKWAY
ELEVATOR
MATCH LINE
UNIT 2030 TYPE "B"
UNIT 2029 TYPE "B"
UNIT 2028 TYPE "B"
ELEVATORS
COMMERCIAL 9 NO SLAB THIS FLOOR (SEE NOTE)
* NOTE *
COMMERCIAL UNITS 2-9 ARE EACH TWO STORIES TALL
SLABS ARE ON ODD NUMBERED FLOORS
SHEET 25

# Exhibit "L"

# LAKETOWN WHARF

A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

- Building 2, 20th Floor -

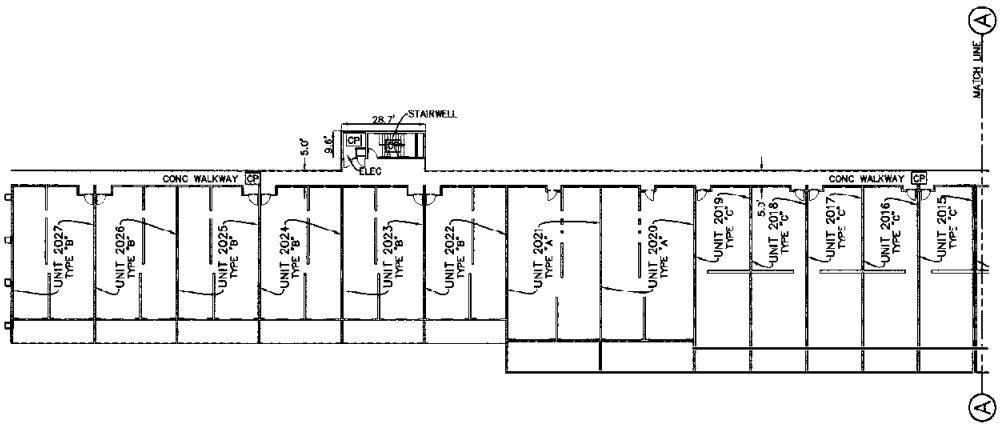
30 0 30 60

GRAPHIC SCALE

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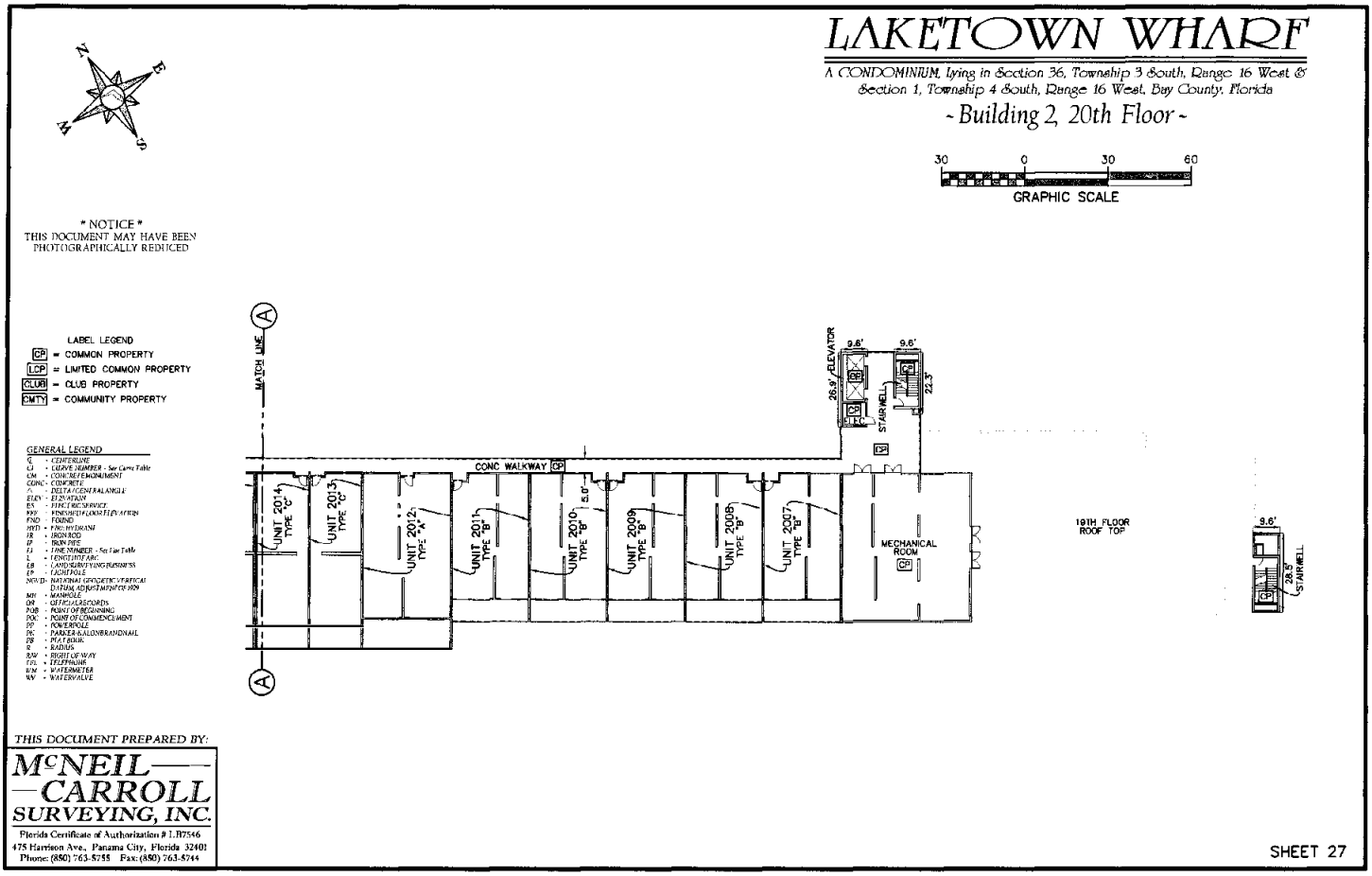
GENERAL LEGEND
℄ - CENTERLINE
CT - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA/CENTRAL ANGLE
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
LL - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PC - PARKER-KALON BRAND NAIL
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE




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# Exhibit "L"

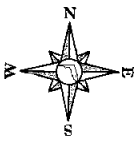

LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 20th Floor -
30 0 30 60
GRAPHIC SCALE
* NOTICE *
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CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
MATCH LINE
CONC. WALKWAY
UNIT 2014 TYPE "C"
UNIT 2013 TYPE "C"
UNIT 2012 TYPE "A"
UNIT 2011 TYPE "B"
UNIT 2010 TYPE "B"
UNIT 2009 TYPE "B"
UNIT 2008 TYPE "B"
UNIT 2007 TYPE "B"
MECHANICAL ROOM
9.6'
9.6'
26.9' ELEVATOR
22.3'
STAIRWELL
19TH. FLOOR ROOF TOP
9.6'
28.3'
STAIRWELL
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
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SHEET 27

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Building 1, 21st Floor -*



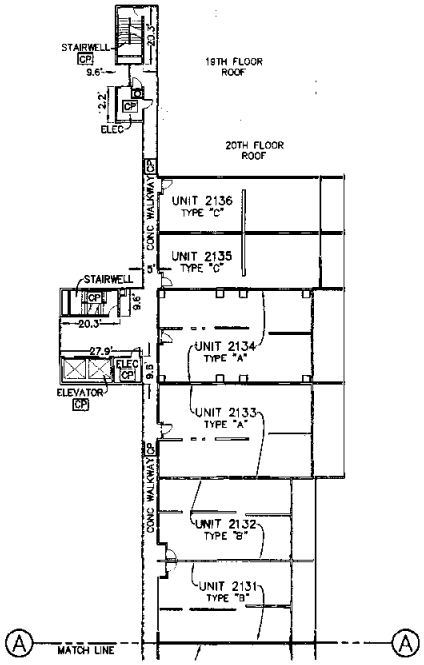


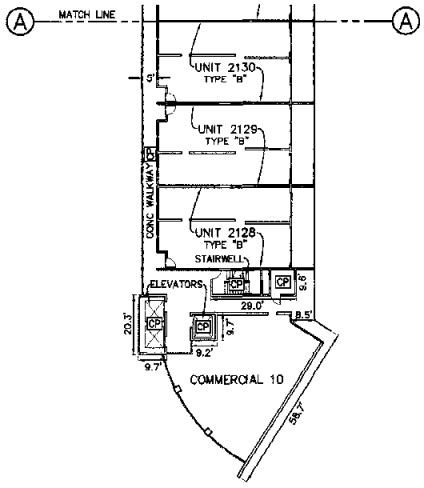


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- CMTY = COMMUNITY PROPERTY

GENERAL LEGEND
- ℄ - CENTERLINE
- CL - CURVE NUMBER - See Curve Table
- CM - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA (CENTRAL ANGLE)
- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- FH.D - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- LI - LINE NUMBER - See Line Table
- L - LONG CHORD ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - CAPPED NAIL OR RAMROD
- PR - PLAT BOOK
- R - RADIUS
- R/W - RIGHT-OF-WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE




*THIS DOCUMENT PREPARED BY:*

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Florida Certificate of Authorization # LB7545
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Building 2, 21st Floor -*

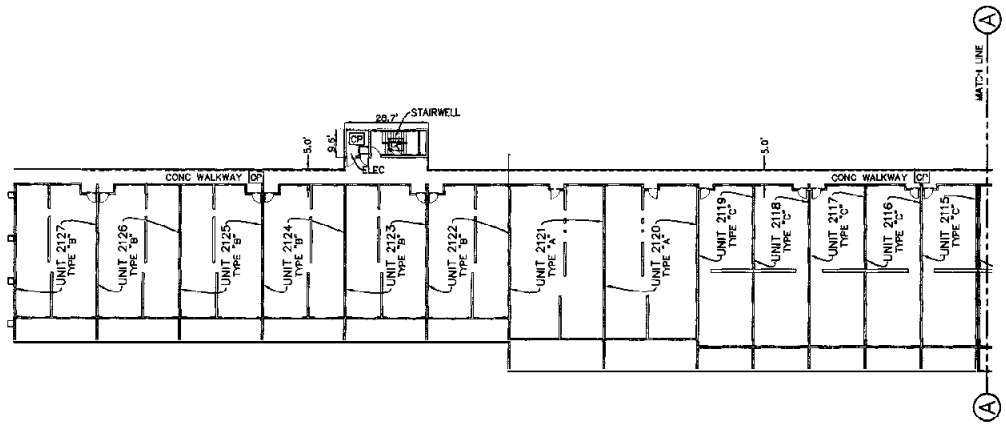
30 0 30 60

GRAPHIC SCALE

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- CLUB = CLUB PROPERTY
- CMTY = COMMUNITY PROPERTY

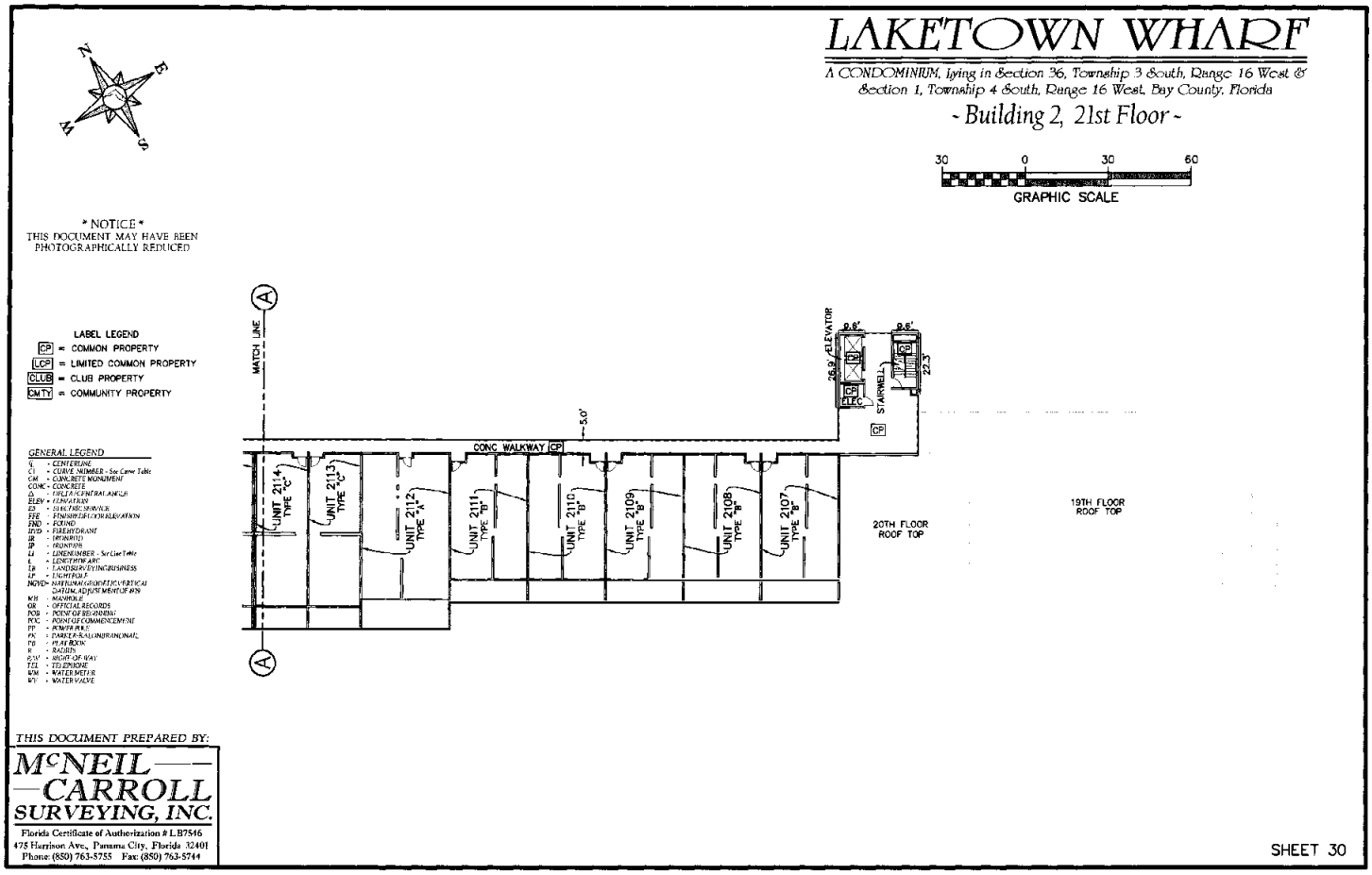
GENERAL LEGEND
- ℄ - CENTERLINE
- C1 - CURVE NUMBER - See Curve Table
- CM - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA (CENTRAL ANGLE)
- ELEV - ELEVATION
- US - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- FND - FIRE HYDRANT
- IB - IRON ROD
- IP - IRON PIPE
- L1 - LINE NUMBER - See Line Table
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM AS ADJUSTED IN 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - PARKER-KALON NAIL
- PB - PLAT BOOK
- R - RADIUS
- R/W - RIGHT-OF-WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE



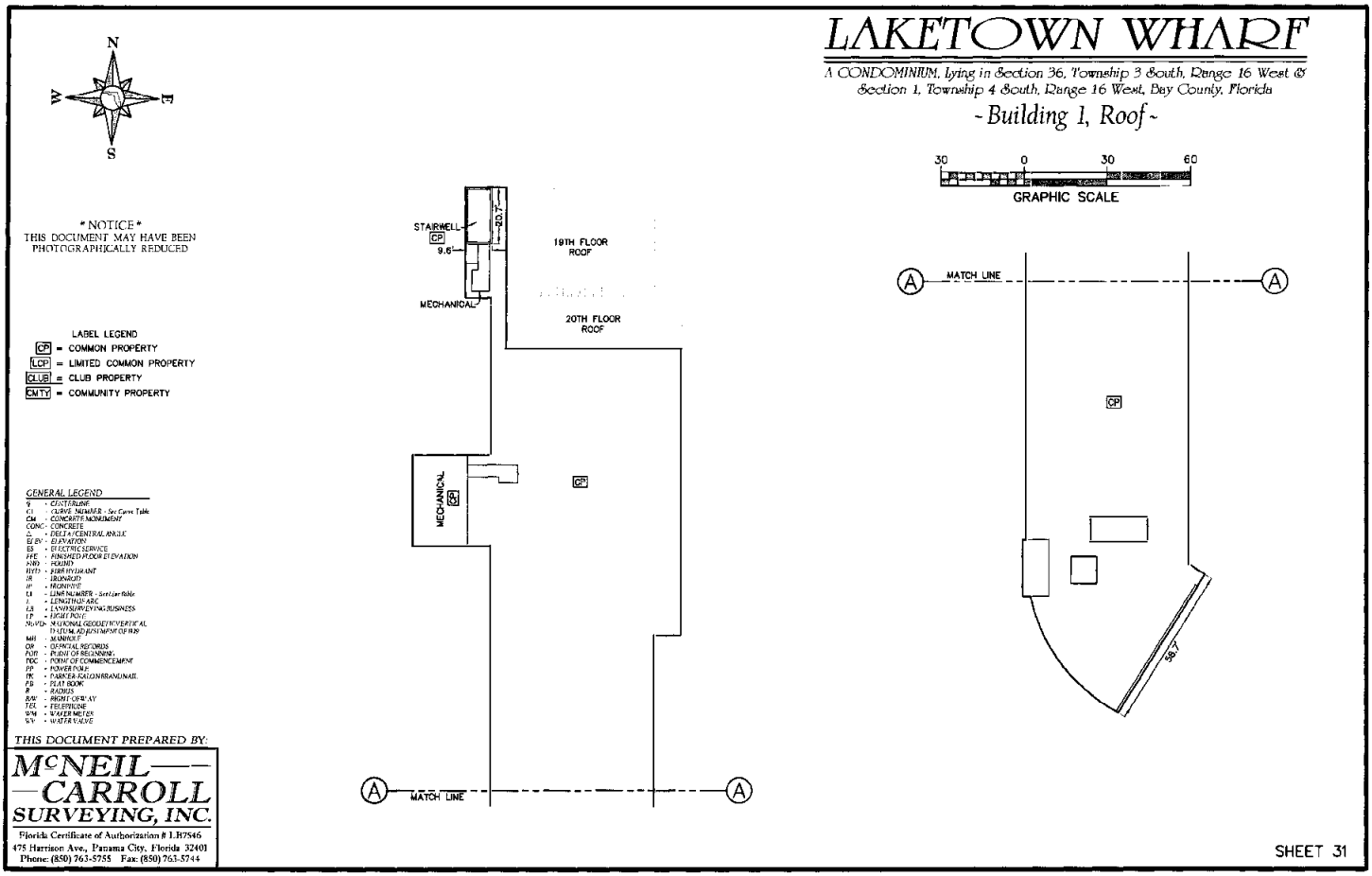

THIS DOCUMENT PREPARED BY:

McNEIL—CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 2, 21st Floor -
30 0 30 60
GRAPHIC SCALE
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
MATCH LINE
CONC WALKWAY
UNIT 2114 TYPE "C"
UNIT 2113 TYPE "C"
UNIT 2112 TYPE "A"
UNIT 2111 TYPE "B"
UNIT 2110 TYPE "B"
UNIT 2109 TYPE "B"
UNIT 2108 TYPE "B"
UNIT 2107 TYPE "B"
ELEVATOR
STAIRWELL
ELEC
20TH FLOOR ROOF TOP
19TH FLOOR ROOF TOP
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave, Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 30

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Building 1, Roof -
N
W
E
S
30 0 30 60
GRAPHIC SCALE
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
STAIRWELL
CP
9.6
20.7
MECHANICAL
19TH FLOOR ROOF
20TH FLOOR ROOF
MECHANICAL
CP
A
MATCH LINE
A
A
MATCH LINE
A
CP
58.7
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 31

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Building 2, Roof -*

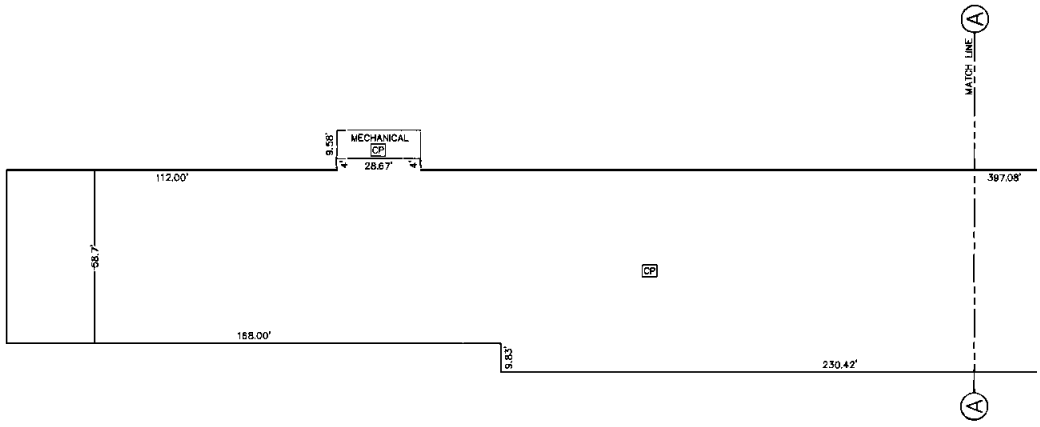
30 0 30 60

GRAPHIC SCALE

* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED

LABEL LEGEND
- CP = COMMON PROPERTY
- LCP = LIMITED COMMON PROPERTY
- CLUB = CLUB PROPERTY
- CMTY = COMMUNITY PROPERTY

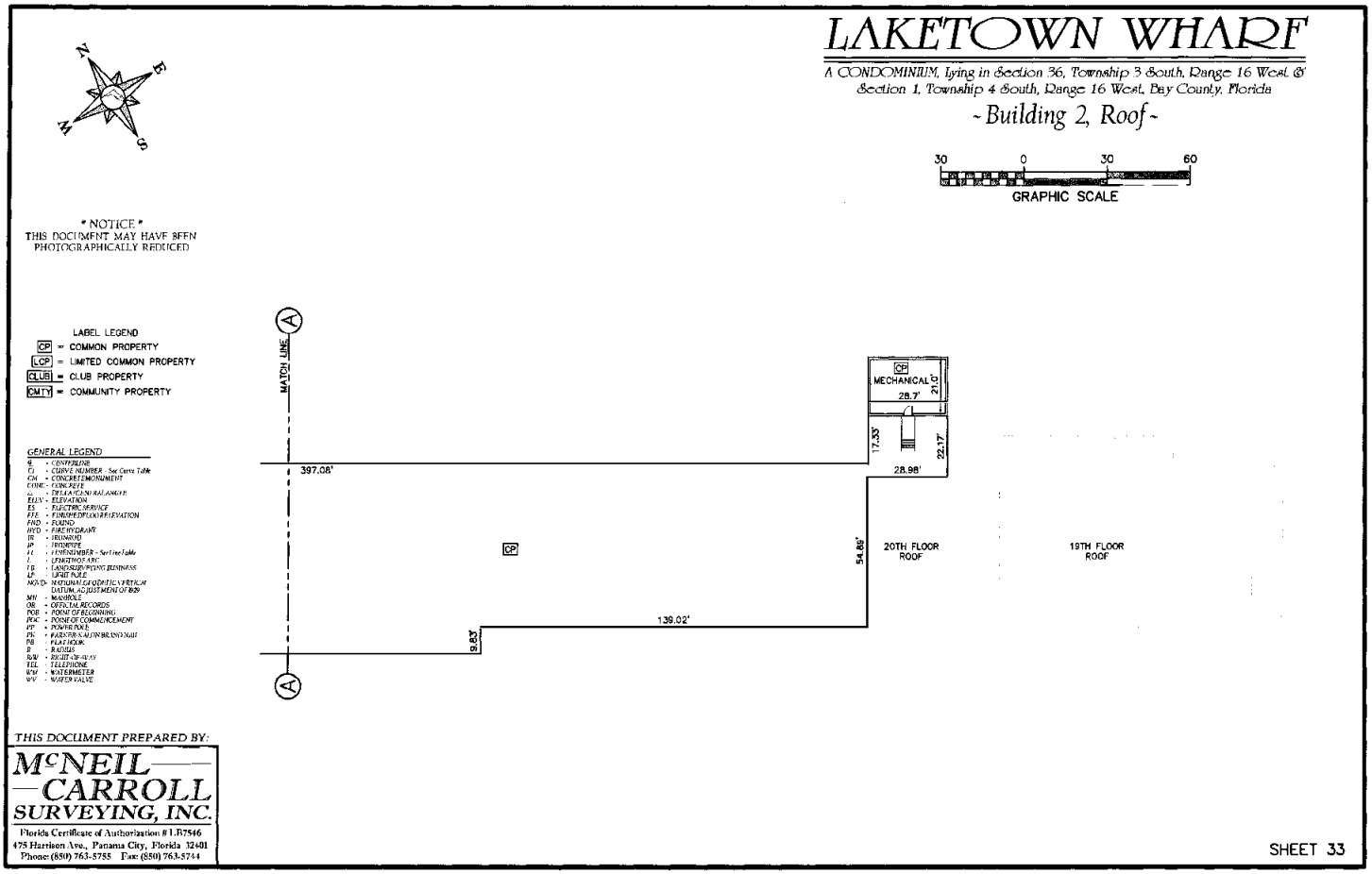
GENERAL LEGEND
- Q - CENTERLINE
- CT - CURVE NUMBER - See Curve Table
- CM - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA / CENTRAL ANGLE
- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- HYD - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- LI - LINE NUMBER - See Line Table
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - PARKER-KALON BRAND NAIL
- PB - PLAT BOOK
- R - RADIUS
- R/W - RIGHT OF WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE



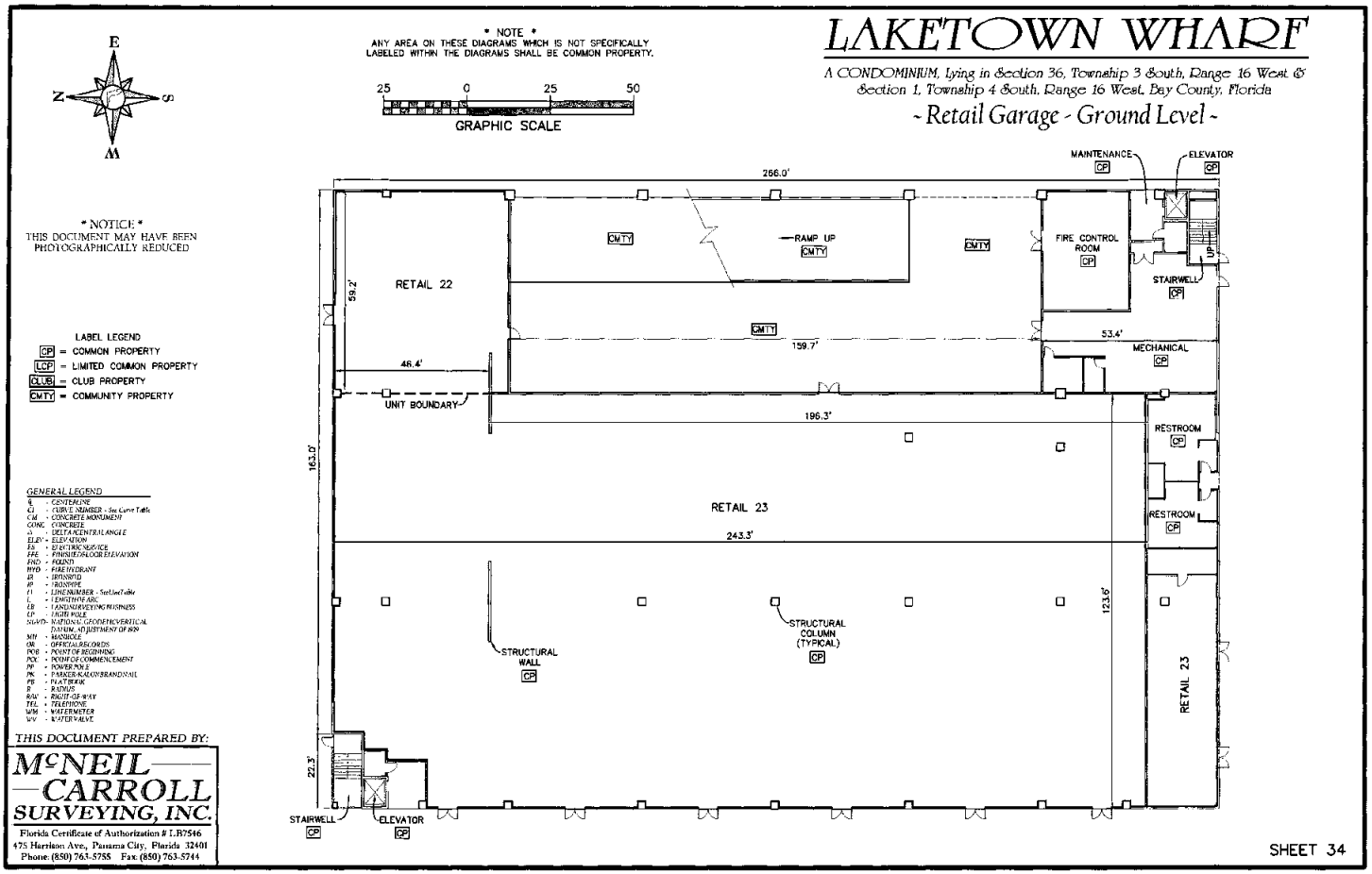

THIS DOCUMENT PREPARED BY:

McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave, Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

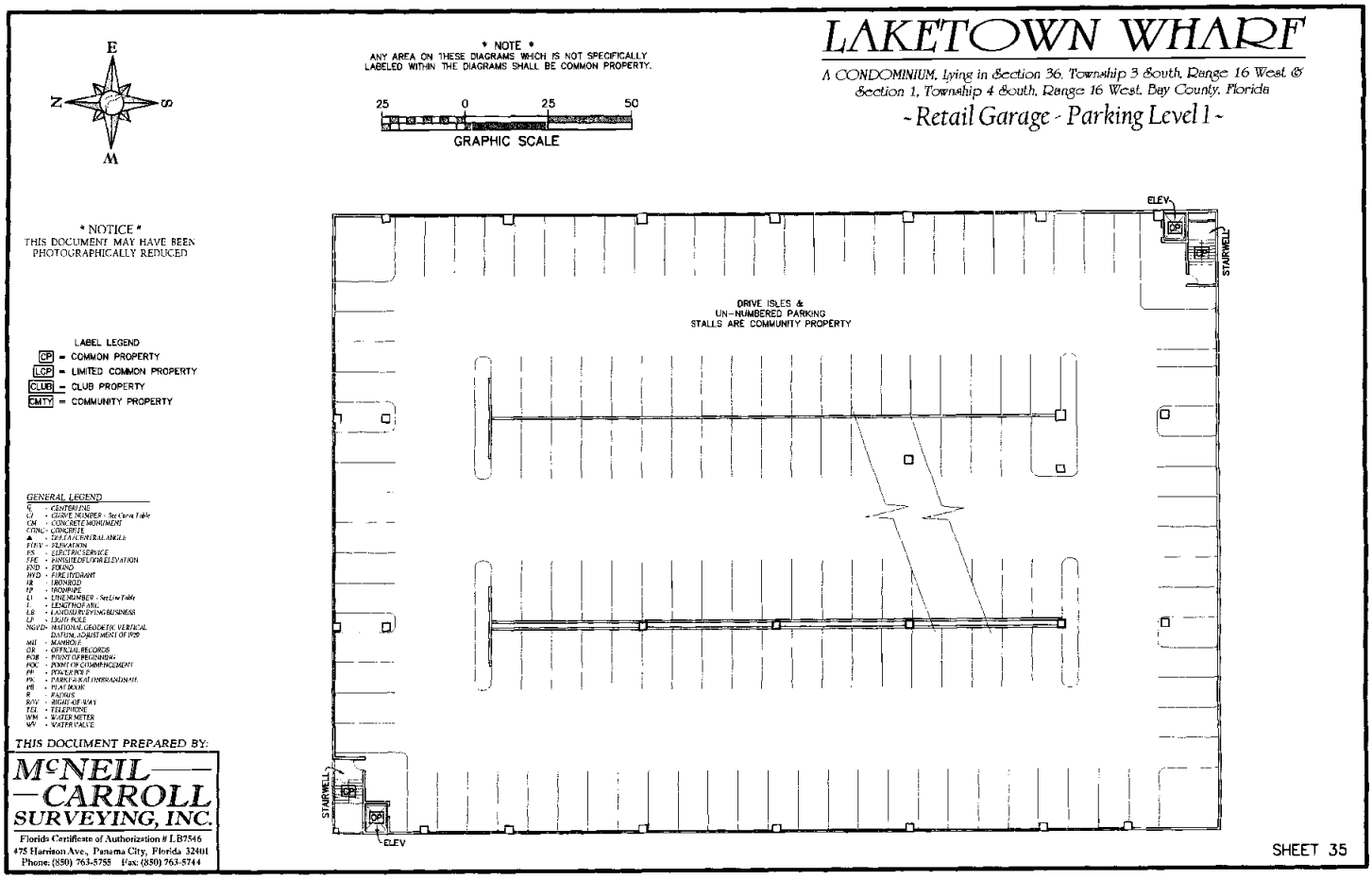
# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West &
Section 1, Township 4 South, Range 16 West, Bay County, Florida
~Building 2, Roof~
30 0 30 60
GRAPHIC SCALE
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN
PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
MATCH LINE
MECHANICAL
28.7'
21.0'
17.33'
22.17'
28.98'
397.08'
54.85'
20TH FLOOR
ROOF
19TH FLOOR
ROOF
139.02'
9.83'
THIS DOCUMENT PREPARED BY:
McNEIL—CARROLL
SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 33

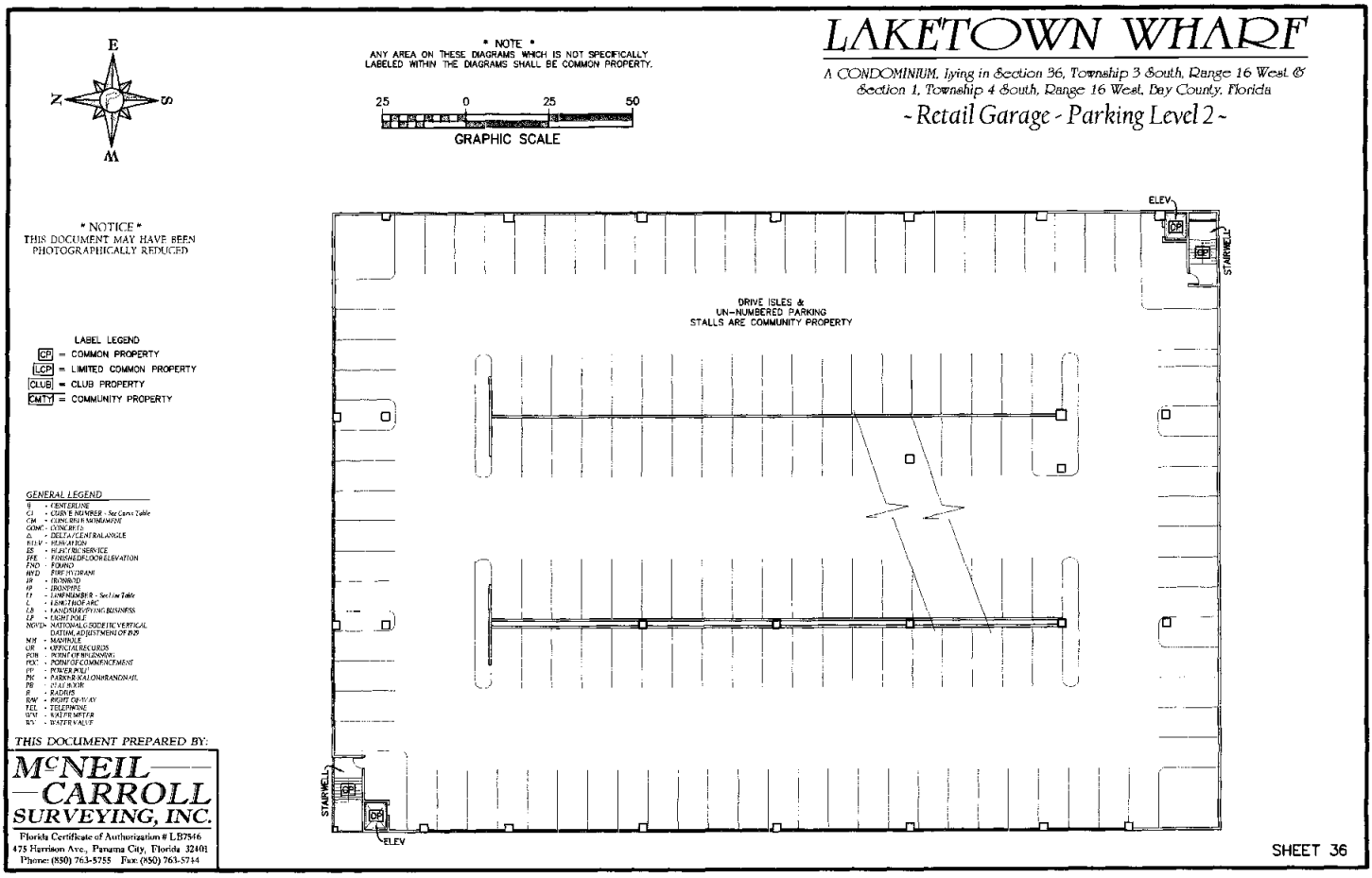
# Exhibit "L"


* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Retail Garage - Ground Level ~
E
N
W
S
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
℄ - CENTERLINE
CM - CONCRETE MONUMENT
CONC - CONCRETE
ELEV - ELEVATION
FF - FINISHED FLOOR ELEVATION
FND - FOUND
IR - IRON PIPE
IRS - IRON ROD
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
MH - MANHOLE
OR - OFFICIAL RECORDS
PC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER-KALON BRAND NAIL
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
MAINTENANCE CP
ELEVATOR CP
266.0'
CMTY
RAMP UP
CMTY
CMTY
FIRE CONTROL ROOM CP
UP
STAIRWELL CP
RETAIL 22
59.2'
CMTY
159.7'
53.4'
MECHANICAL CP
46.4'
UNIT BOUNDARY
196.3'
RESTROOM CP
163.0'
RETAIL 23
RESTROOM CP
243.3'
STRUCTURAL WALL CP
STRUCTURAL COLUMN (TYPICAL) CP
123.6'
RETAIL 23
22.3'
STAIRWELL CP
ELEVATOR CP
SHEET 34

# Exhibit "L"


E
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* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Garage - Parking Level 1 -
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
℄ - CENTERLINE
C# - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
FX - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRONROD
IP - IRONPIPE
L# - LINE NUMBER - See Line Table
LA - LANDSCAPING
LB - LANDSURVEYING BUSINESS
LR - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER-KALON DRAIN NAIL
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
ELEV
STAIRWELL
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
STAIRWELL
ELEV
SHEET 35

# Exhibit "L"


E
W
S
* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Retail Garage - Parking Level 2 ~
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
℄ - CENTERLINE
C1 - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA/CENTRAL ANGLE
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
L1 - LINE/MEMBER - See Line Table
L - ARC/TRUE ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PR - PARKER-KALON/RANDOM-ALL
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
THIS DOCUMENT PREPARED BY:
McNEIL CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5734
ELEV
CP
STAIRWELL
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
STAIRWELL
CP
ELEV
SHEET 36

# Exhibit "L"

E

W S

N

* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.

25 0 25 50
GRAPHIC SCALE

# LAKETOWN WHARF

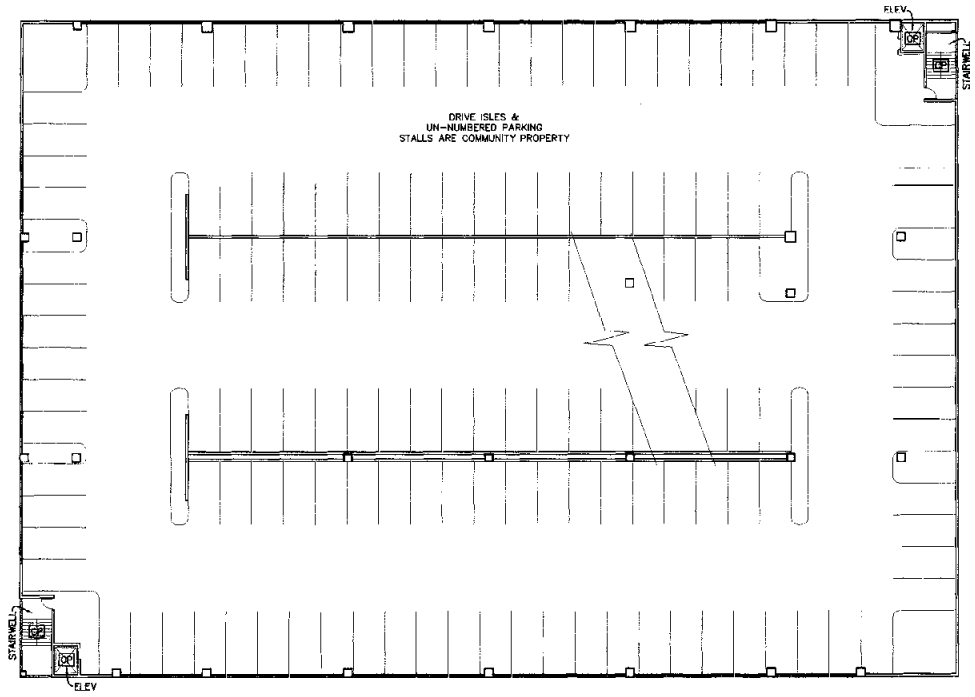
*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Retail Garage - Parking Level 3 -*

* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED

LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY

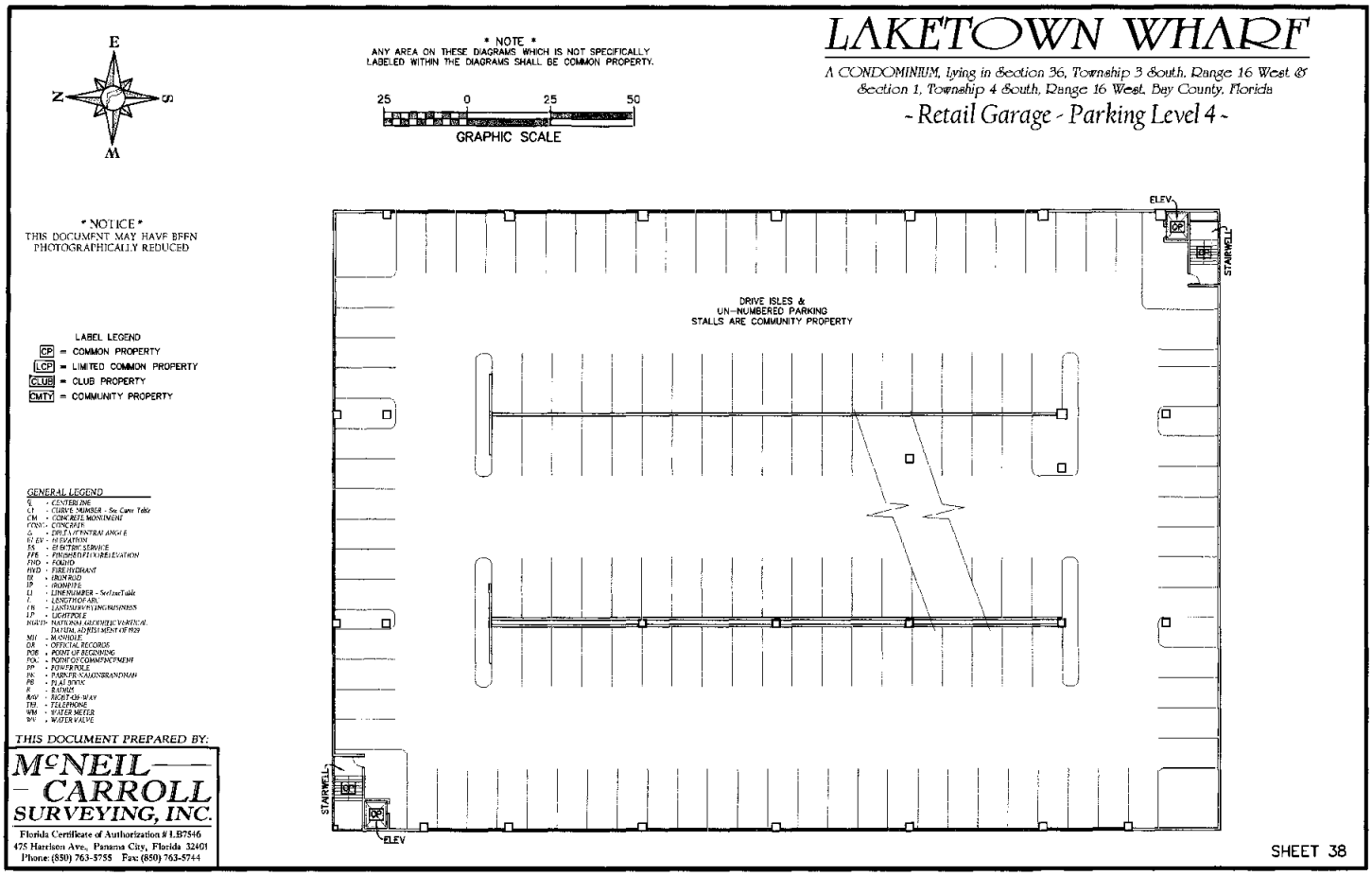
GENERAL LEGEND
℄ - CENTERLINE
C1 - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA/CENTRAL ANGLE
ELEV - ELEVATION
FS - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
ID - IRON PIPE
L1 - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PRM - PERMANENT REFERENCE MONUMENT
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE



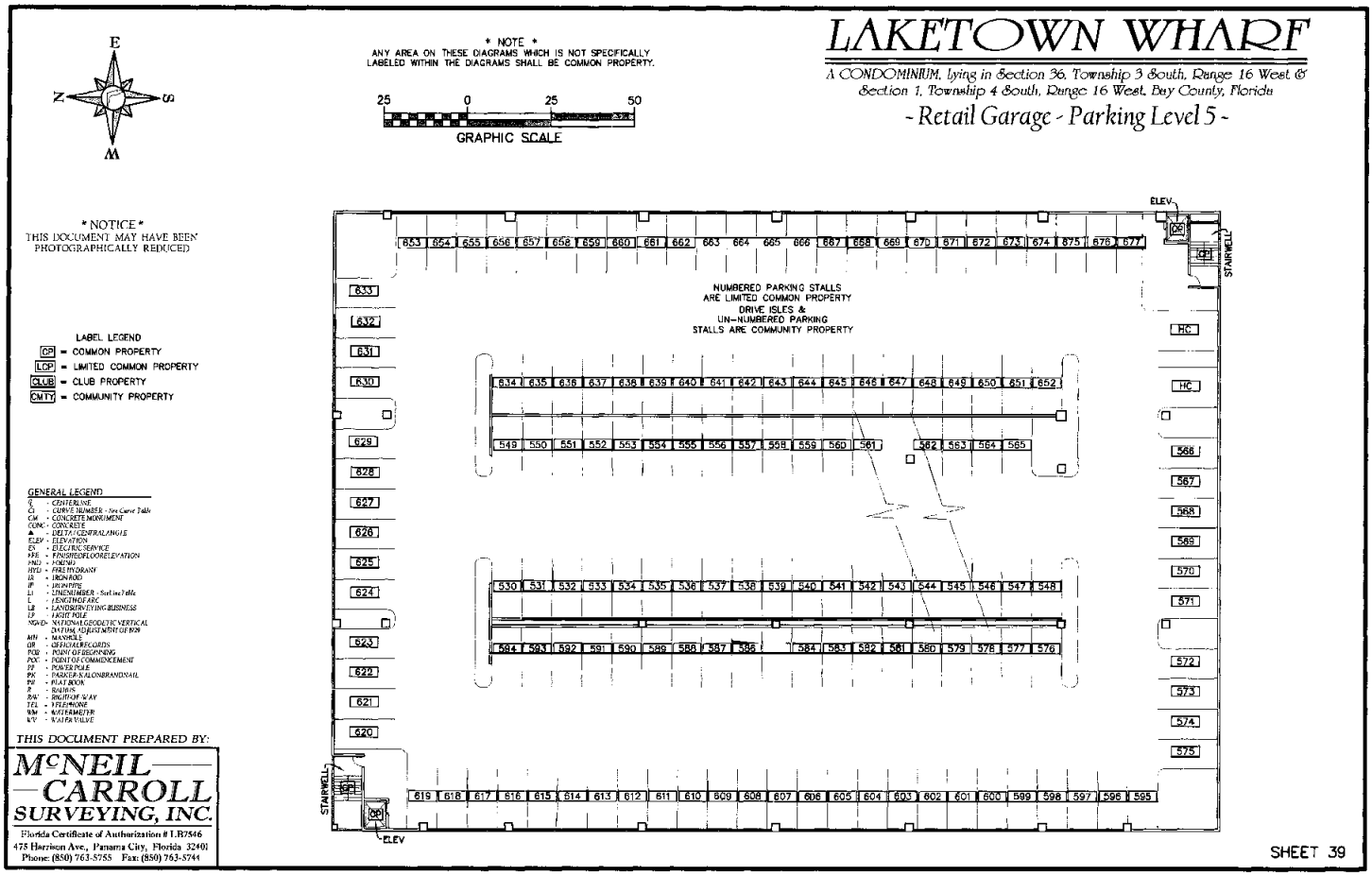

THIS DOCUMENT PREPARED BY:

McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

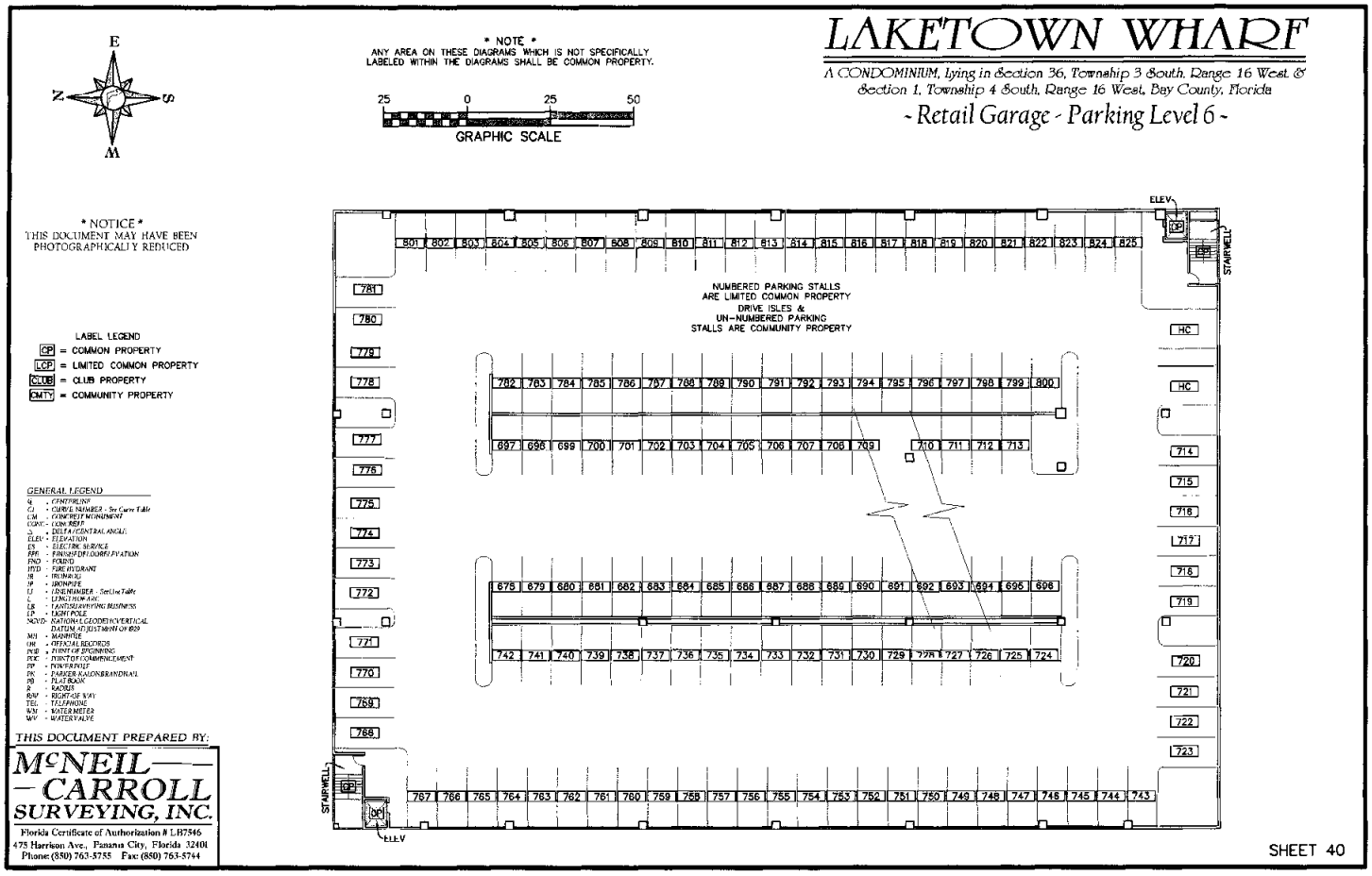
# Exhibit "L"


E
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* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Garage - Parking Level 4 -
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
℄ - CENTERLINE
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
FS - FLUSH SET BY BTSBY SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
LN - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LANDSURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PRC - PARKER-KALON/BRANDON
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
THIS DOCUMENT PREPARED BY:
McNEIL - CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
ELEV.
STAIRWELL
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
STAIRWELL
ELEV
SHEET 38

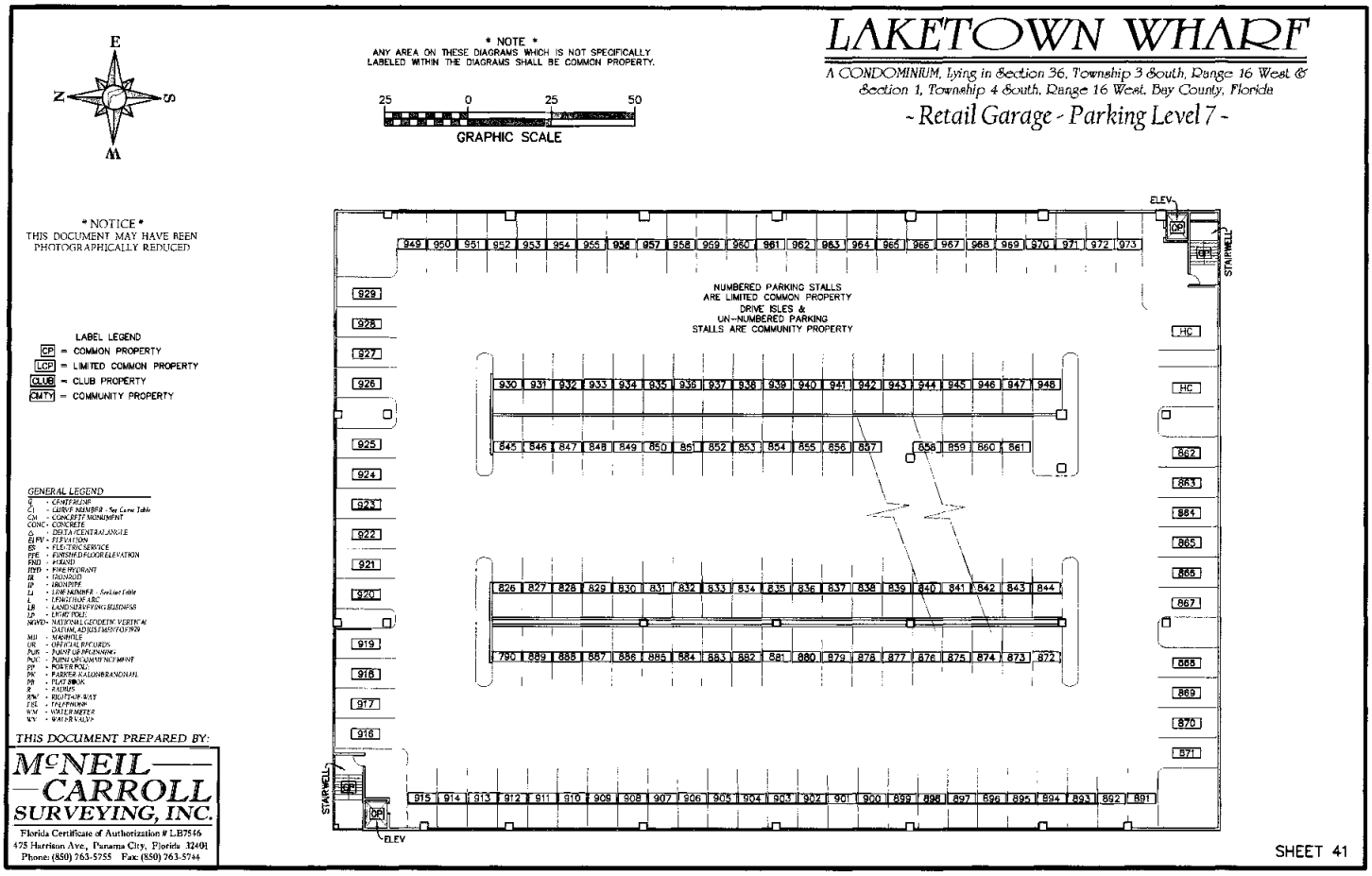
# Exhibit "L"


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* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Garage - Parking Level 5 -
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
NUMBERED PARKING STALLS ARE LIMITED COMMON PROPERTY
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
ELEV.
STAIRWELL
HC
THIS DOCUMENT PREPARED BY:
McNEIL CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 39

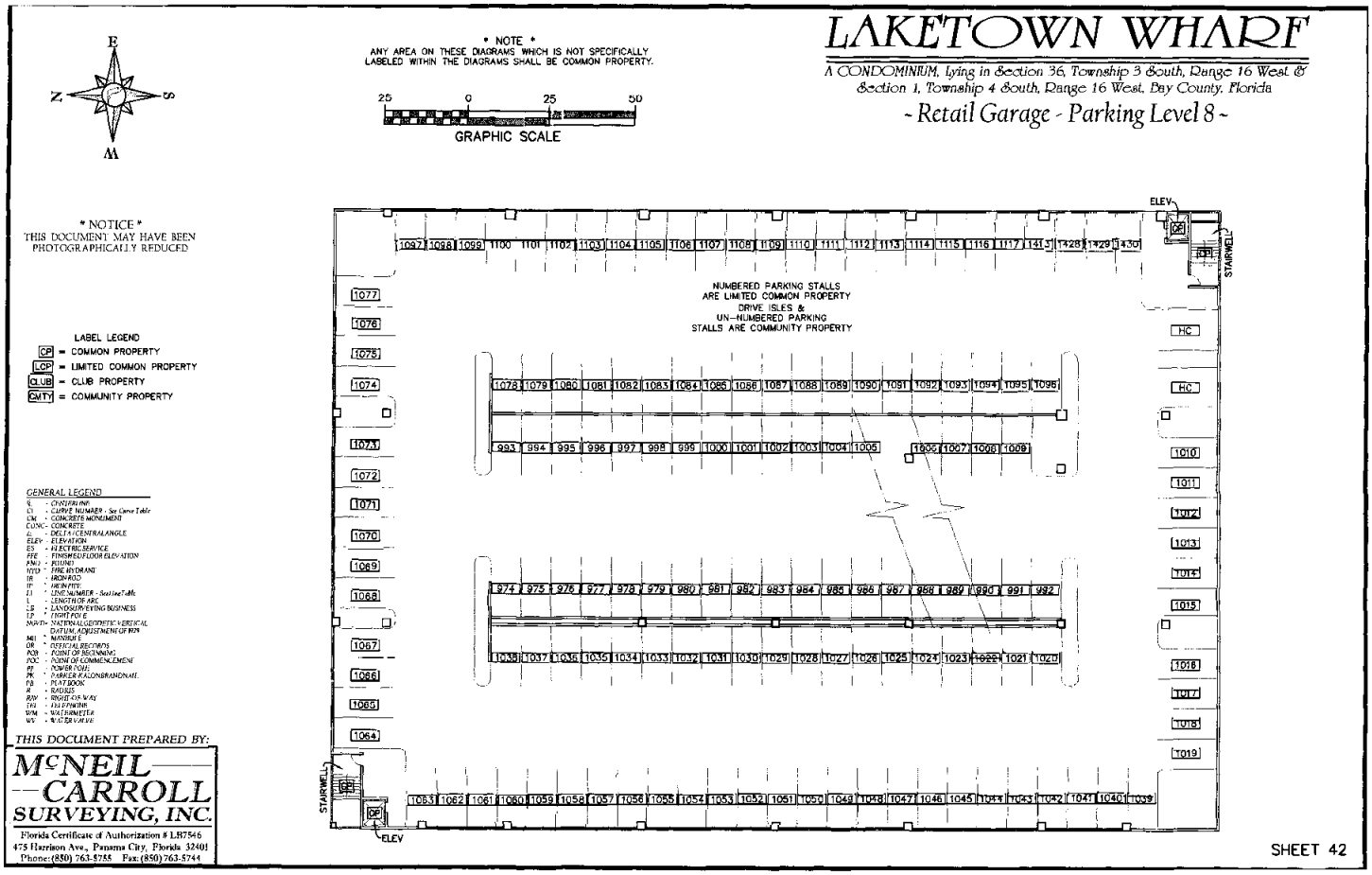
# Exhibit "L"


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* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Garage - Parking Level 6 -
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
NUMBERED PARKING STALLS ARE LIMITED COMMON PROPERTY
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
ELEV.
STAIRWELL
HC
SHEET 40

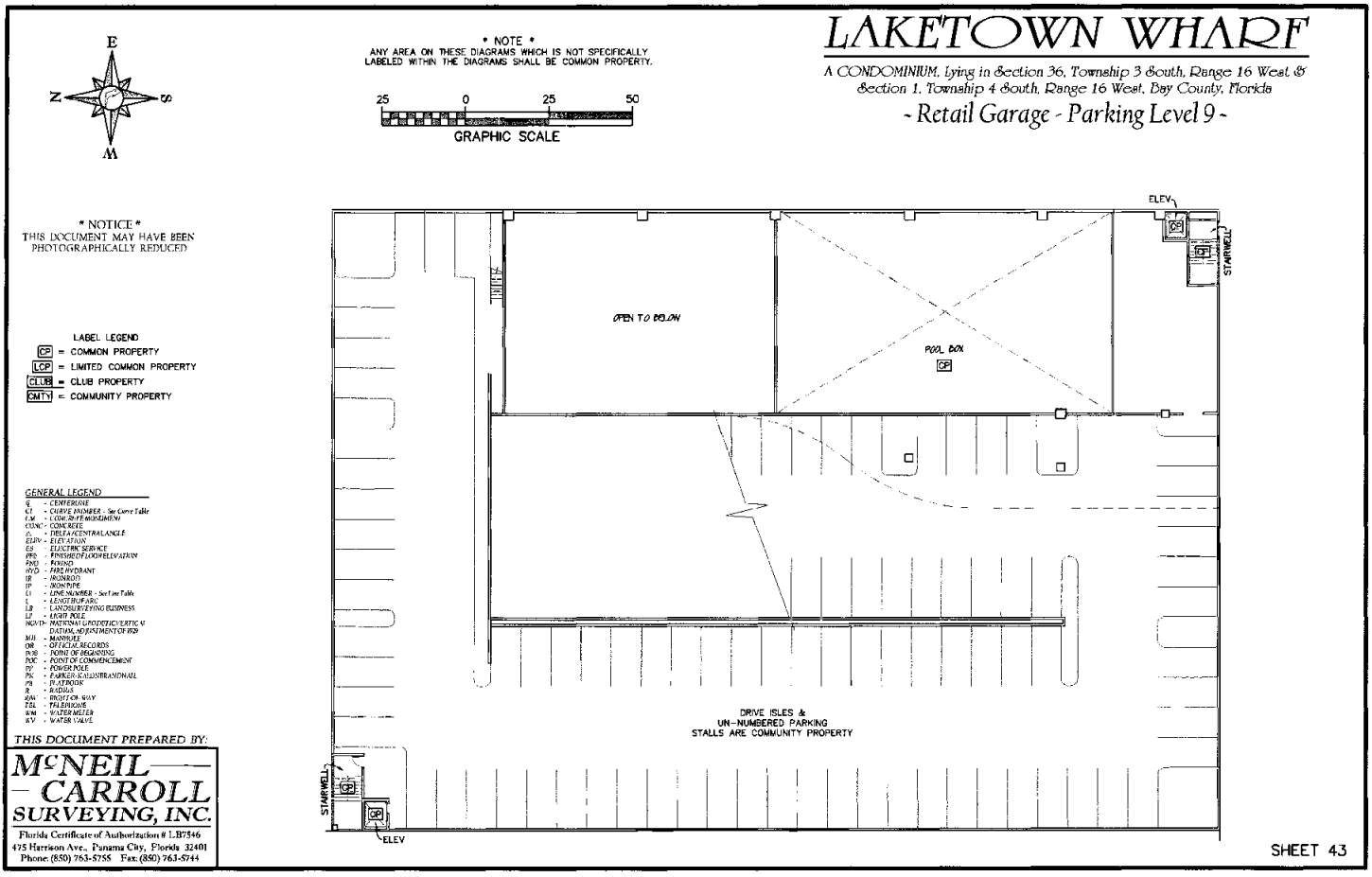
# Exhibit "L"


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* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Garage - Parking Level 7 -
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
NUMBERED PARKING STALLS ARE LIMITED COMMON PROPERTY
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
ELEV
STAIRWELL
HC
THIS DOCUMENT PREPARED BY:
McNEIL CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave, Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
SHEET 41

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
~ Retail Garage - Parking Level 8 ~
* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
E
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* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
NUMBERED PARKING STALLS ARE LIMITED COMMON PROPERTY
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
ELEV
STAIRWELL
HC
GENERAL LEGEND
THIS DOCUMENT PREPARED BY:
McNEIL CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone:(850) 763-5755 Fax:(850) 763-5744
SHEET 42

# Exhibit "L"

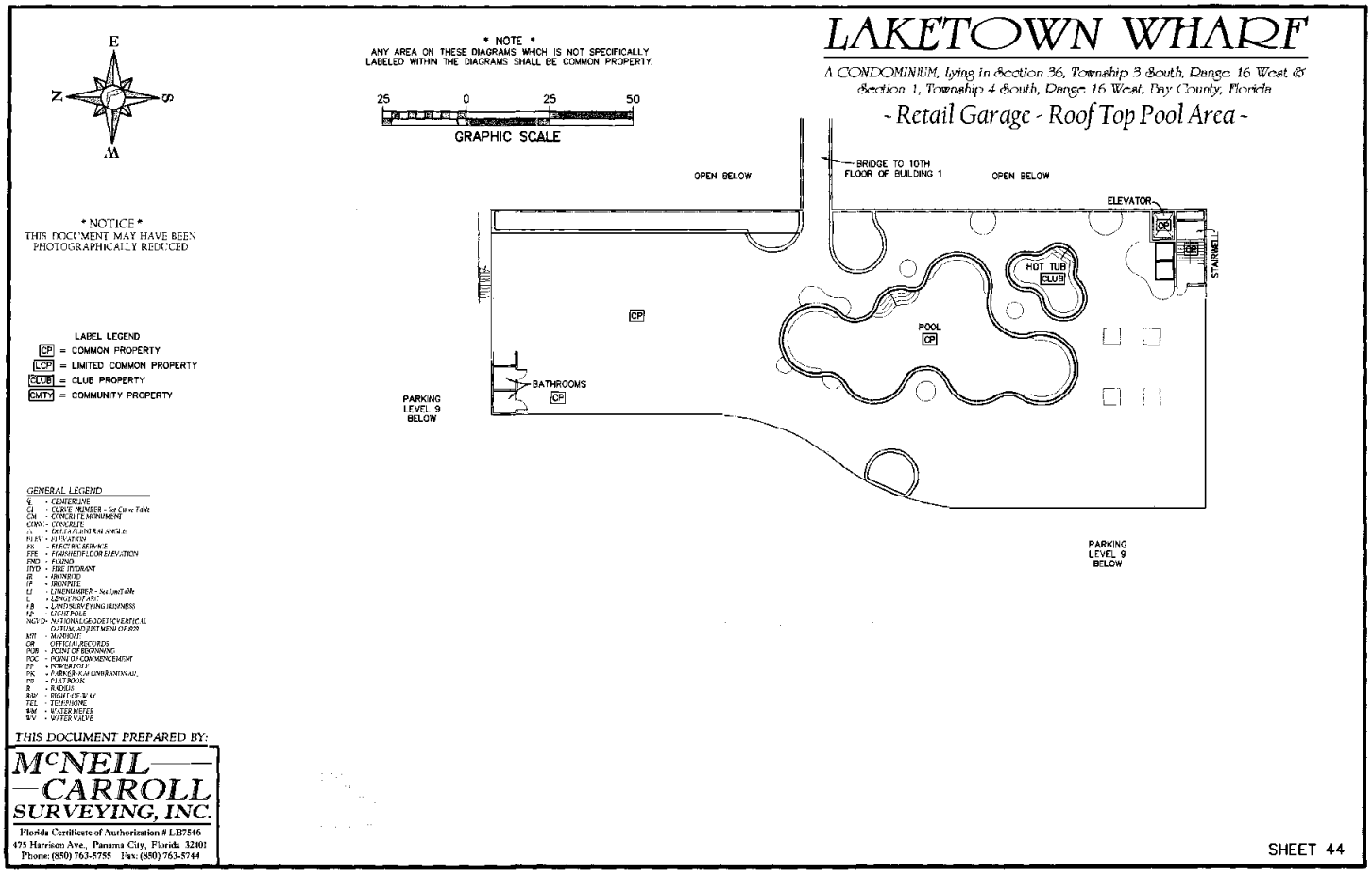



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SHEET 43

# Exhibit "L"

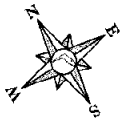

E
W
S
N
* NOTE *
ANY AREA ON THESE DIAGRAMS WHICH IS NOT SPECIFICALLY LABELED WITHIN THE DIAGRAMS SHALL BE COMMON PROPERTY.
25 0 25 50
GRAPHIC SCALE
LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Garage - Roof Top Pool Area -
OPEN BELOW
BRIDGE TO 10TH FLOOR OF BUILDING 1
OPEN BELOW
ELEVATOR
CP
STAIRWELL
HOT TUB
CLUB
POOL
CP
CP
BATHROOMS
CP
PARKING LEVEL 9 BELOW
PARKING LEVEL 9 BELOW
* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED
LABEL LEGEND
CP = COMMON PROPERTY
LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
℄ - CENTERLINE
CM - CONCRETE MONUMENT
CONC - CONCRETE
EL - ELEVATION
FES - FINISH FLOOR ELEVATION
FND - FOUND
IP - IRON PIPE
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER-KALON NAIL
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT OF WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
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SHEET 44

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ South Garage - Ground Level ~*




* NOTE *
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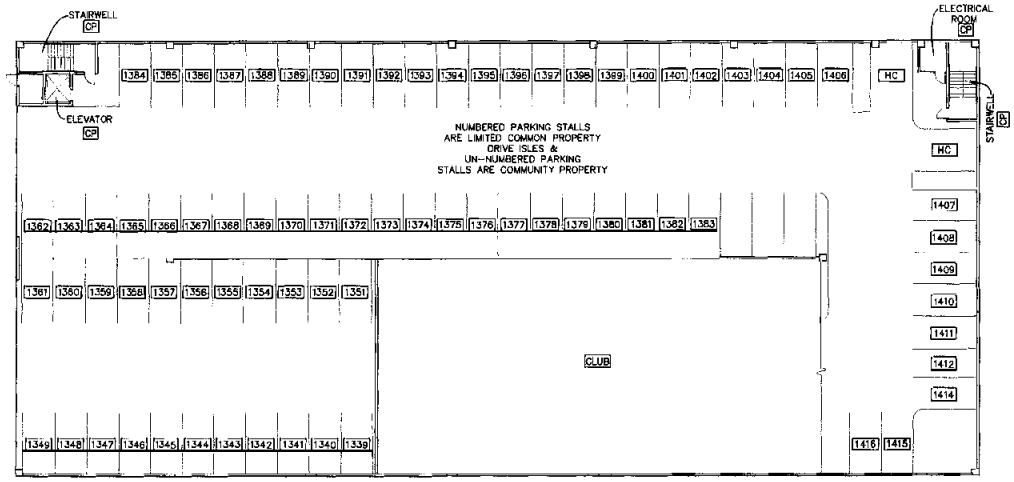



* NOTICE *
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LABEL LEGEND
- CP = COMMON PROPERTY
- LCP = LIMITED COMMON PROPERTY
- CLUB = CLUB PROPERTY
- CMTY = COMMUNITY PROPERTY

GENERAL LEGEND

| | |
|---|---|
| Δ | DELTA (CENTRAL ANGLE) |
| ELEV | ELEVATION |
| FF | FINISHED FLOOR ELEVATION |
| FND | FOUND |
| HYD | FIRE HYDRANT |
| IR | IRON ROD |
| IP | IRON PIPE |
| L | LENGTH OF ARC |
| LB | LAND SURVEYING BUSINESS |
| LP | LIGHT POLE |
| NGVD | NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929 |
| MH | MANHOLE |
| OR | OFFICIAL RECORDS |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| PP | POWER POLE |
| PK | PARKER KALON (NAIL) |
| PB | PLAT BOOK |
| R | RADIUS |
| R/W | RIGHT OF WAY |
| TEL | TELEPHONE |
| WM | WATER METER |
| WV | WATER VALVE |




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# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- South Garage - 1st Level -*

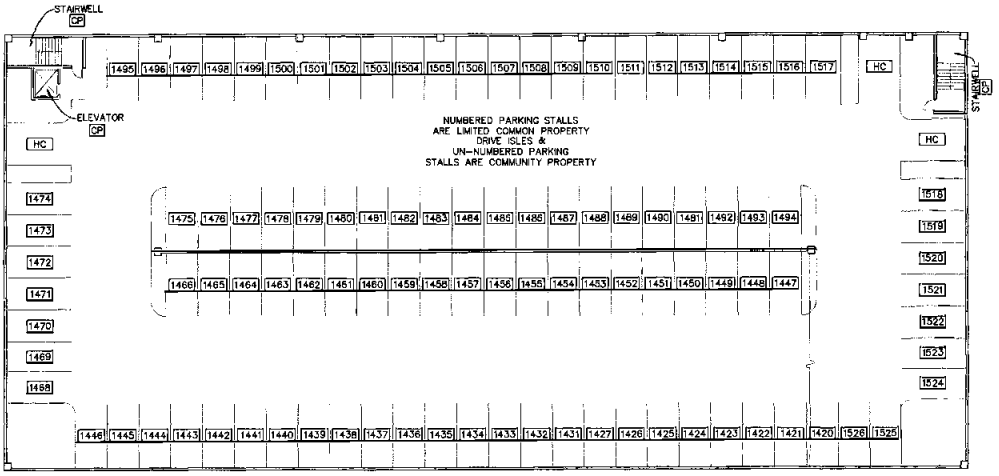
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25 0 25 50
GRAPHIC SCALE

* NOTICE *
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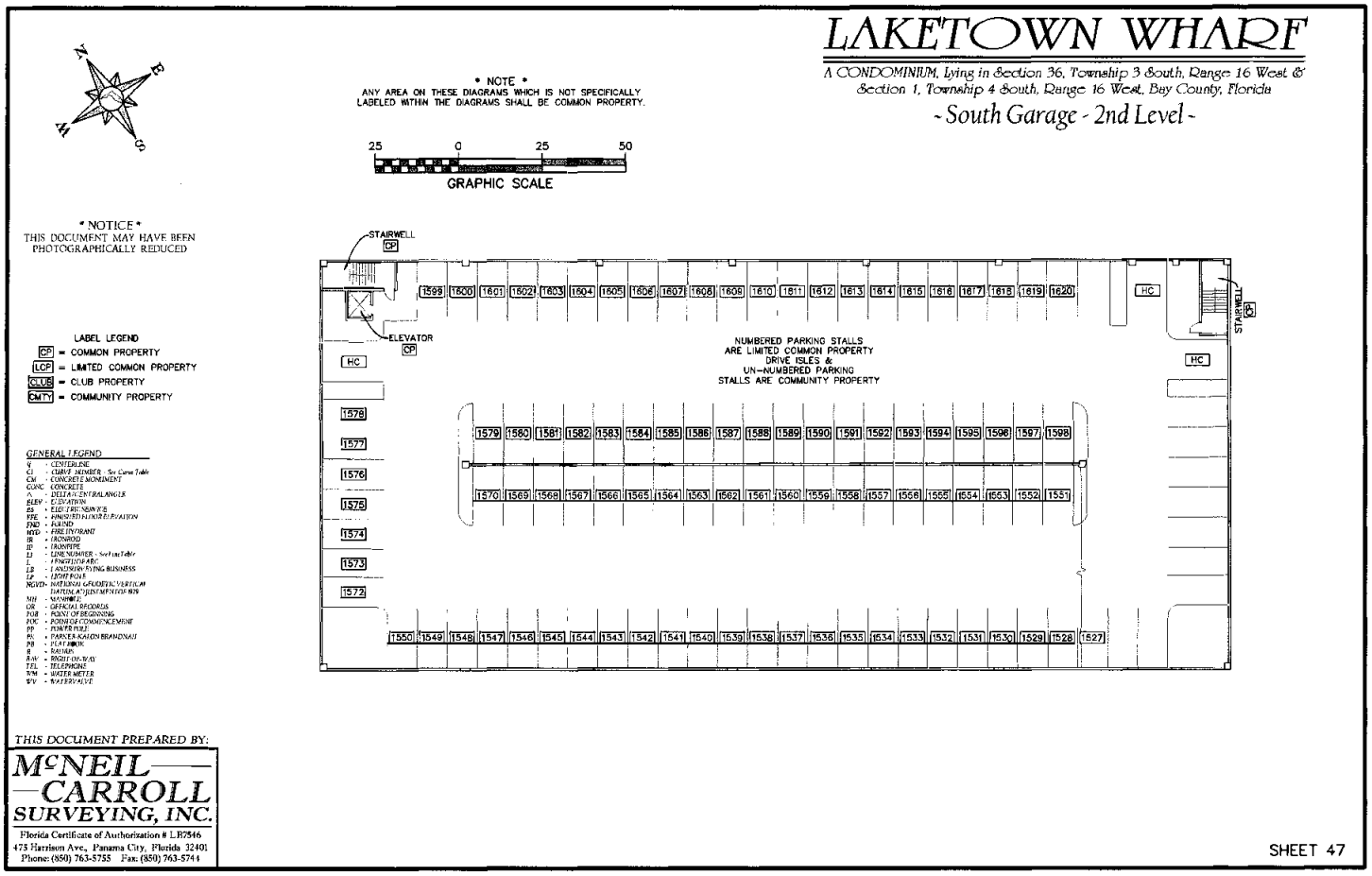
GENERAL LEGEND
- Δ - DELTA (CENTRAL ANGLE)
- ELEV - ELEVATION
- FF - FINISHED FLOOR ELEVATION
- FND - FOUND
- FH - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- PB - PLAT BOOK
- R - RADIUS
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE




THIS DOCUMENT PREPARED BY:

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Florida Certificate of Authorization # LB7546
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Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"


LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- South Garage - 2nd Level -
* NOTE *
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25 0 25 50
GRAPHIC SCALE
* NOTICE *
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LABEL LEGEND
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LCP = LIMITED COMMON PROPERTY
CLUB = CLUB PROPERTY
CMTY = COMMUNITY PROPERTY
GENERAL LEGEND
STAIRWELL
ELEVATOR
HC
NUMBERED PARKING STALLS ARE LIMITED COMMON PROPERTY
DRIVE ISLES & UN-NUMBERED PARKING STALLS ARE COMMUNITY PROPERTY
1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620
1578 1577 1576 1575 1574 1573 1572
1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598
1570 1569 1568 1567 1566 1565 1564 1563 1562 1561 1560 1559 1558 1557 1556 1555 1554 1553 1552 1551
1550 1549 1548 1547 1546 1545 1544 1543 1542 1541 1540 1539 1538 1537 1536 1535 1534 1533 1532 1531 1530 1529 1528 1527
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SHEET 47

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- South Garage - 3rd Level -*



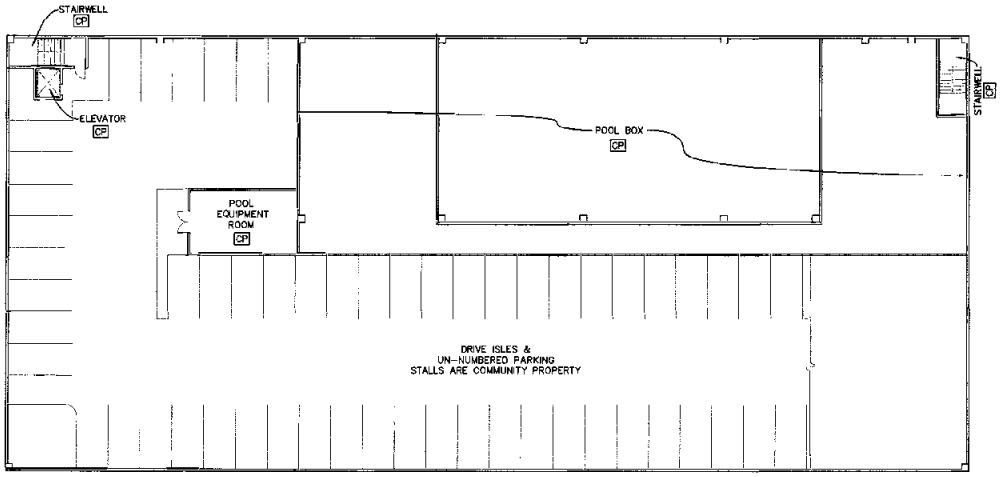

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GRAPHIC SCALE

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GENERAL LEGEND
℄ - CENTERLINE
CB - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA / CENTRAL ANGLE
ELEV - ELEVATION
ES - FIRST FINISH SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
M - MEASURED
LT - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LANDMARK POINT BUSINESS
LP - LIGHT POLE
NAVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
NM - MARIONA
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER-KALON DRAINAGE
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT OF WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE




THIS DOCUMENT PREPARED BY:

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Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ South Garage - 4th Level Roof Top Pool Area ~*

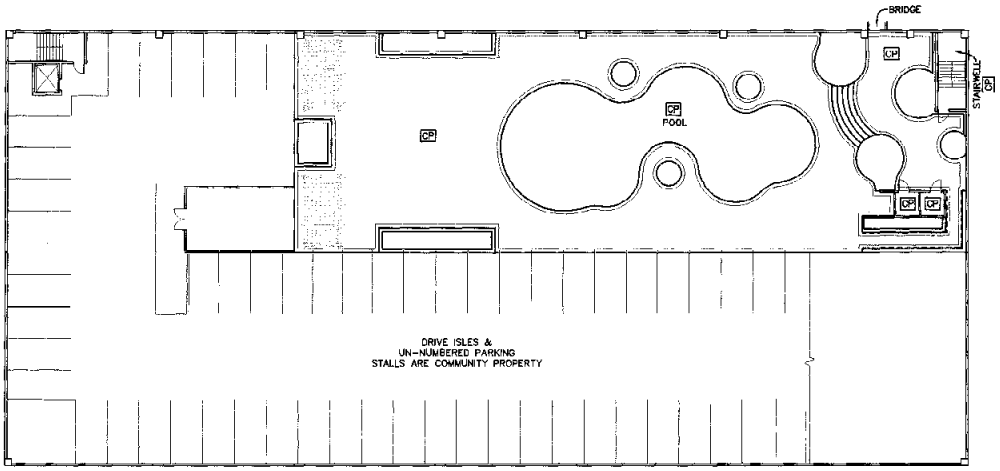
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GRAPHIC SCALE

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GENERAL LEGEND
℄ - CENTERLINE
C1 - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
L1 - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LANDSCAPING MINIMUS
LP - LIGHT POLE
(N&D) - NATIONAL GEODETIC VERTICAL DATUM ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER-KALON PENETRATION
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE




THIS DOCUMENT PREPARED BY:
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475 Harrison Ave, Panama City, Florida 32401
Phone: (850) 763-5758 Fax: (850) 763-5744

# Exhibit "L"

# LAKETOWN WHARF

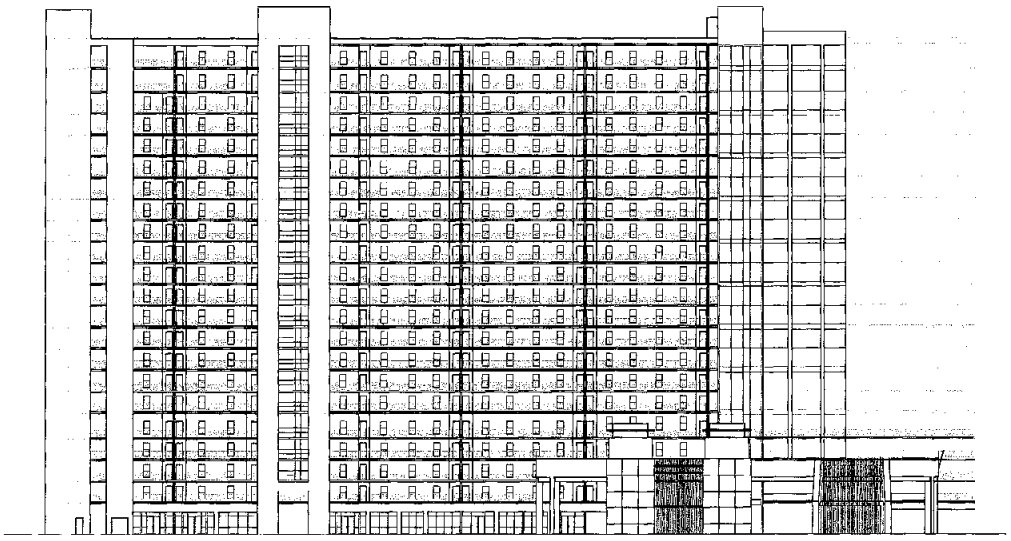
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

- Building 1, Elevations -

* NOTICE *
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C1 - CURVE NUMBER - See Curve Table
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CONC - CONCRETE
Δ - DELTA (CENTRAL ANGLE)
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
L1 - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER-KALON BRAND NAIL
PB - PLAT BOOK
R - RADIUS
ROW - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE



West Elevation
(Retail Garage Not Shown)

THIS DOCUMENT PREPARED BY:

McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"

## LAKETOWN WHARF

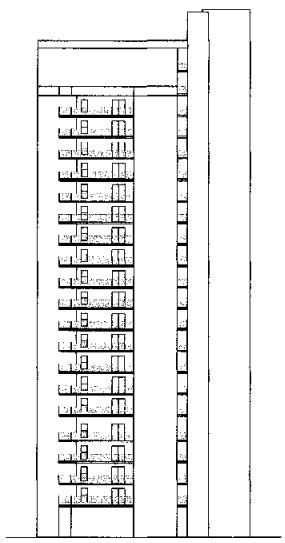
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

- Building 1, Elevations -

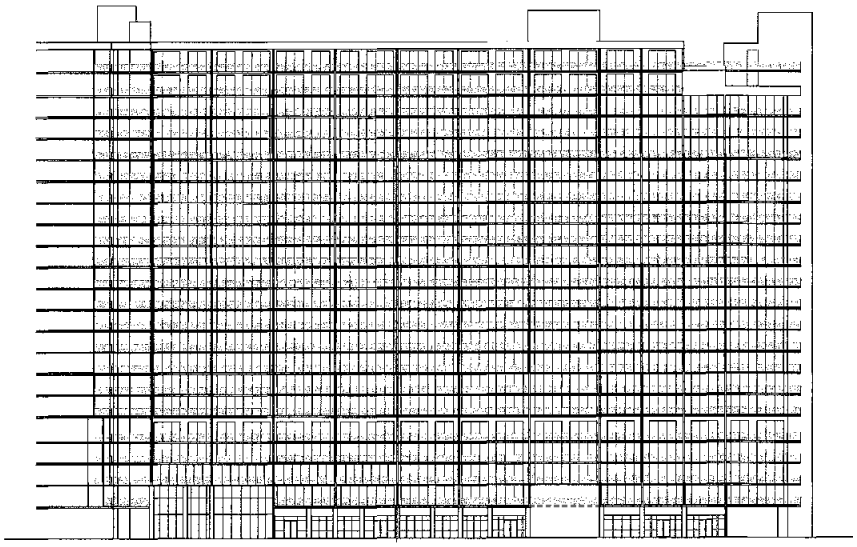
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ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
L1 - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NAVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PK - PARKER KALON BRAND NAIL
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE



North Elevation



East Elevation

THIS DOCUMENT PREPARED BY:

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Florida Certificate of Authorization # LB7546
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# Exhibit "L"

# LAKETOWN WHARF

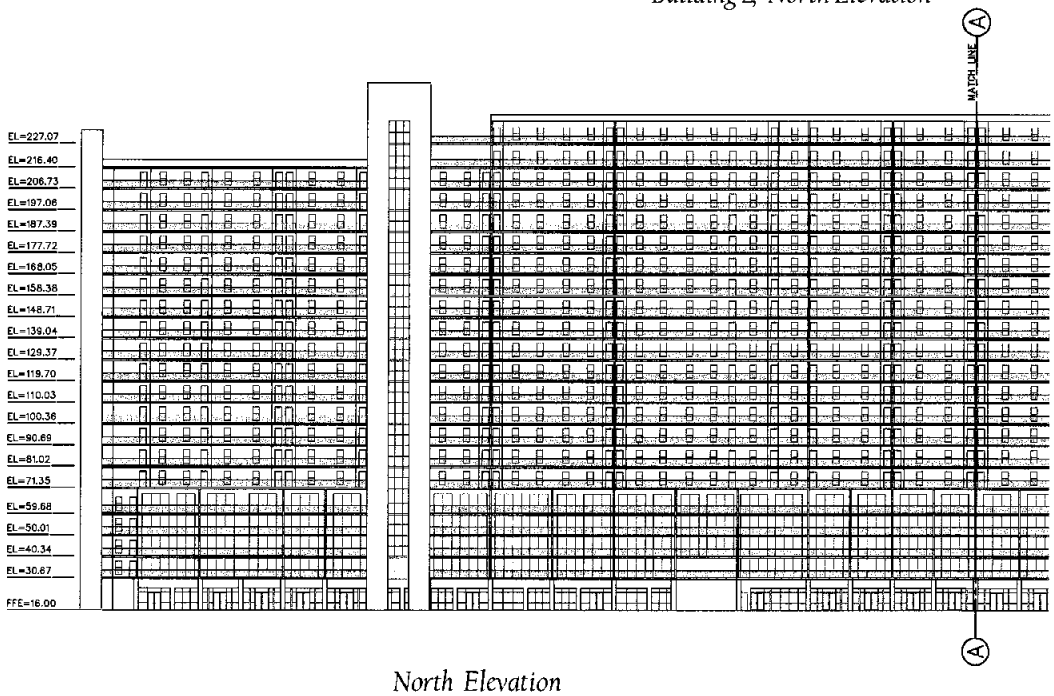
*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ Building 2, North Elevation ~*

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GENERAL LEGEND
- ℄ - CENTERLINE
- CI - CURVE NUMBER - See Curve Table
- CM - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA (CENTRAL ANGLE)
- ELEV - ELEVATION
- FS - FIELD SURVEY
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- FHD - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- LI - LINE NUMBER - See Line Table
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PR - PARKER KALON BRAND NAIL
- PB - PLAT BOOK
- R - RADIUS
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- WV - WATER VALVE




*North Elevation*


*THIS DOCUMENT PREPARED BY:*

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# Exhibit "L"

# LAKETOWN WHARF

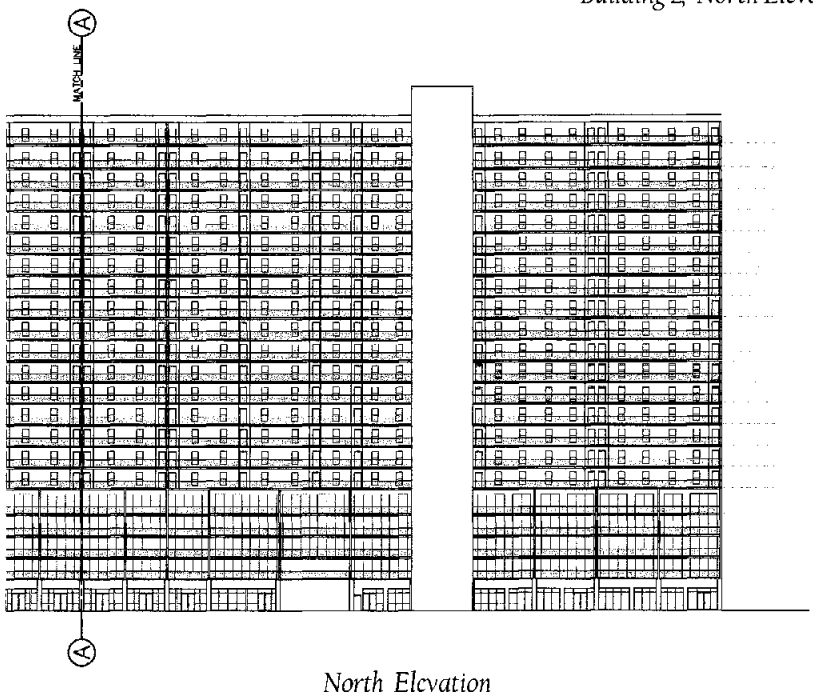
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

## - Building 2, North Elevation -

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CONC - CONCRETE
Δ - DELTA / CENTRAL ANGLE
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRON ROD
IP - IRON PIPE
LT - LITHIUM BR - See Curve Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PRC - PARKER KALON BRANDMARK
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT OF WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE




North Elevation

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Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"

# LAKETOWN WHARF

A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

## - Building 2, East Elevation -

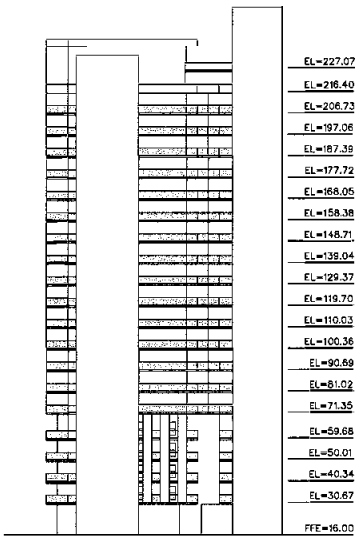
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- CONC - CONCRETE
- Δ - DELTA (CENTRAL ANGLE)
- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- FYD - FIRE HYDRANT
- TR - TREE/BUSH
- IP - IRON PIPE
- L1 - LINE NUMBER - See Line Table
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - PARKER KALON/BRANDON NAIL
- PB - PLAT BOOK
- R - RADIUS
- R/W - RIGHT OF WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE




East Elevation
(South Garage Not Shown)

THIS DOCUMENT PREPARED BY:
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# Exhibit "L"

# LAKETOWN WHARF

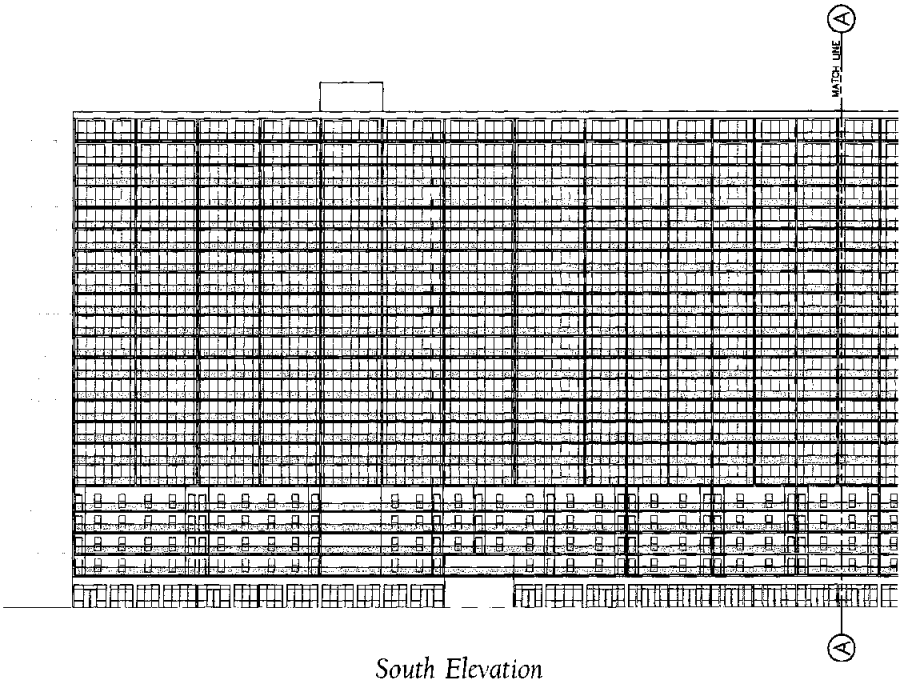
*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ Building 2, South Elevation ~*

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- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- FYD - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- LL - LINE NUMBER - See Line Table
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- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - PARKER-KALON BRAND NAIL
- PB - PLAT BOOK
- R - RADIUS
- R/W - RIGHT-OF-WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE




*South Elevation*
*(South Garage Not Shown)*

THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
425 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

# Exhibit "L"

# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ Building 2, South Elevation ~*

* NOTICE *
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LABEL LEGEND
- CP = COMMON PROPERTY
- LCP = LIMITED COMMON PROPERTY
- CLUB = CLUB PROPERTY
- CMTY = COMMUNITY PROPERTY

GENERAL LEGEND
- ℄ - CENTERLINE
- CI - CURVE NUMBER - See Curve Table
- CM - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA/CENTRAL ANGLE
- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- HYD - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- L - LINE NUMBER - See Line Table
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
- NR - NON-RADIAL
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PR - PARKER KALON BRAND NAIL
- PB - PLAT BOOK
- R - RADIUS
- R/W - RIGHT OF WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE




*South Elevation*
*(South Garage Not Shown)*

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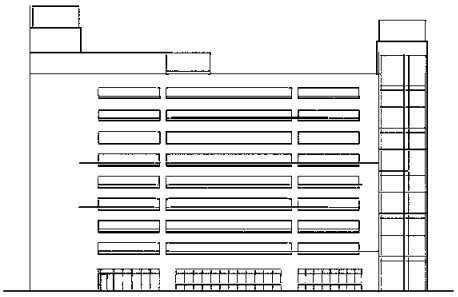
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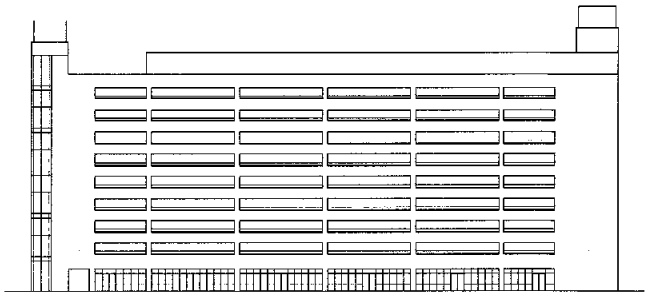
# LAKETOWN WHARF

*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Retail Garage Building Elevations -*



*North Elevation*



*West Elevation*

GENERAL LEGEND

- ℄ - CENTERLINE
- C1 - CURVE NUMBER - See Curve Table
- CM - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA-CENTRAL ANGLE
- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- FYD - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- L1 - LINE NUMBER - See Line Table
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM ADJUSTMENT OF 1929
- NM - NAIL
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - PARKER KALON NAIL AND WASHER
- PB - PLAT BOOK
- R - RADIUS
- ROW - RIGHT-OF-WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE

THIS DOCUMENT PREPARED BY:

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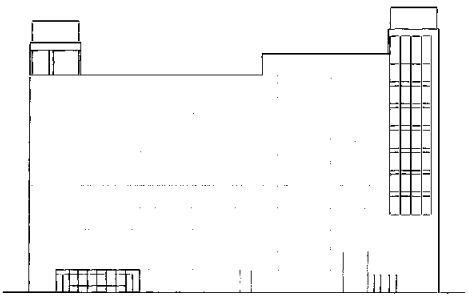
# Exhibit "L"

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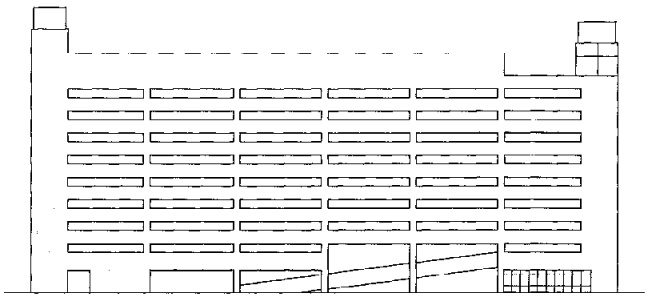
# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Retail Garage Building Elevations -*



*South Elevation*



*East Elevation*

GENERAL LEGEND

- ℄ - CENTERLINE
- C1 - CURVE NUMBER - See Curve Table
- C.M. - CONCRETE MONUMENT
- CONC - CONCRETE
- Δ - DELTA (CENTRAL ANGLE)
- ELEV - ELEVATION
- ES - ELECTRIC SERVICE
- FFE - FINISHED FLOOR ELEVATION
- FND - FOUND
- HYD - FIRE HYDRANT
- IR - IRON ROD
- IP - IRON PIPE
- L1 - LINE NUMBER - See Line Table
- L - LENGTH OF ARC
- LB - LAND SURVEYING BUSINESS
- LP - LIGHT POLE
- NGVD - NATIONAL GEODETIC VERTICAL DATUM ADJUSTMENT OF 1929
- MH - MANHOLE
- OR - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PP - POWER POLE
- PK - PARKER KALON BRANDNAIL
- PB - PLAT BOOK
- R - RADIUS
- R/W - RIGHT-OF-WAY
- TEL - TELEPHONE
- WM - WATER METER
- WV - WATER VALVE

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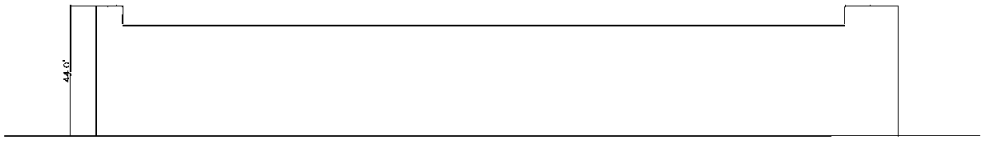
# Exhibit "L"

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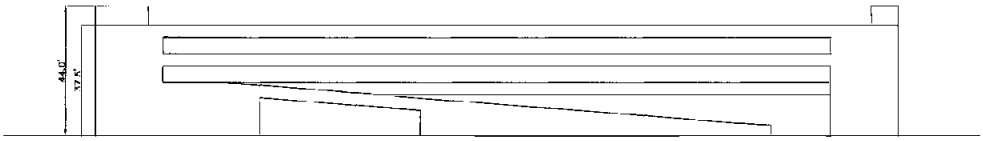
# LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ South Garage, Elevations ~*




*North Elevation*




*South Elevation*

*GENERAL LEGEND*

℄ - CENTERLINE
C1 - CURVE NUMBER - See Curve Table
CM - CONCRETE MONUMENT
CONC - CONCRETE
Δ - DELTA (GENERAL ANGLE
ELEV - ELEVATION
ES - ELECTRIC SERVICE
FFE - FINISHED FLOOR ELEVATION
FND - FOUND
HYD - FIRE HYDRANT
IR - IRONROD
IP - IRONPIPE
LI - LINE NUMBER - See Line Table
L - LENGTH OF ARC
LB - LAND SURVEYING BUSINESS
LP - LIGHT POLE
NGVD - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929
MH - MANHOLE
OR - OFFICIAL RECORDS
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
PR - PARKER KALON BRAND NAIL
PB - PLAT BOOK
R - RADIUS
R/W - RIGHT-OF-WAY
TEL - TELEPHONE
WM - WATER METER
WV - WATER VALVE

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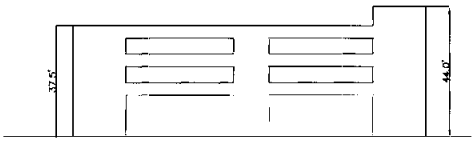
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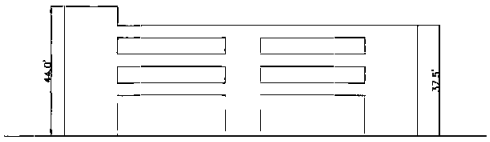
# LAKETOWN WHARF

*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- South Garage, Elevations -*




*East Elevation*




*West Elevation*

GENERAL LEGEND

| | |
|---|---|
| ℄ | - CENTERLINE |
| C1 | - CURVE NUMBER - See Curve Table |
| CM | - CORNER/MONUMENT |
| CONC | - CONCRETE |
| Δ | - DELTA/CENTRAL ANGLE |
| ELEV | - ELEVATION |
| ES | - ELECTRIC SERVICE |
| FFE | - FINISHED FLOOR ELEVATION |
| FND | - FOUND |
| HYD | - FIRE HYDRANT |
| ID | - IRON ROD |
| IP | - IRON PIPE |
| L1 | - LINE NUMBER - See Line Table |
| L | - LENGTH OF ARC |
| LB | - LAND SURVEYING BUSINESS |
| LP | - LIGHT POLE |
| NGVD | - NATIONAL GEODETIC VERTICAL DATUM, ADJUSTMENT OF 1929 |
| MH | - MANHOLE |
| OR | - OFFICIAL RECORDS |
| POB | - POINT OF BEGINNING |
| POC | - POINT OF COMMENCEMENT |
| PP | - POWER POLE |
| PK | - PURPOSE KULL ON BRAND NAIL |
| PB | - PLAT BOOK |
| R | - RADIUS |
| R/W | - RIGHT-OF-WAY |
| TEL | - TELEPHONE |
| WM | - WATER METER |
| WV | - WATER VALVE |

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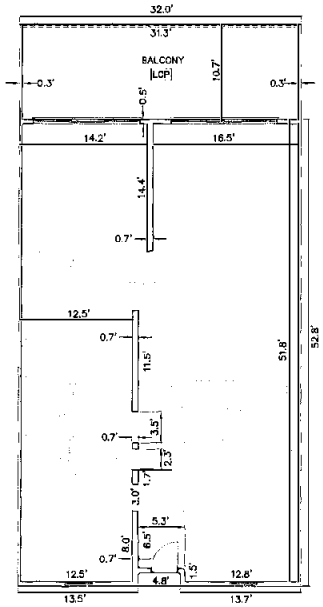
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# Exhibit "L"

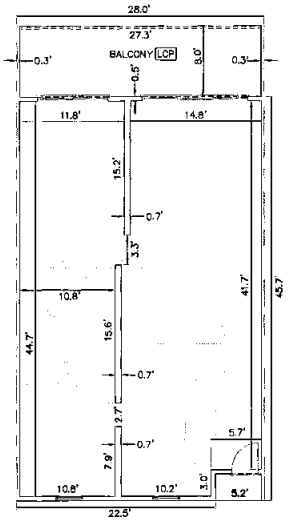
## LAKETOWN WHARF

A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

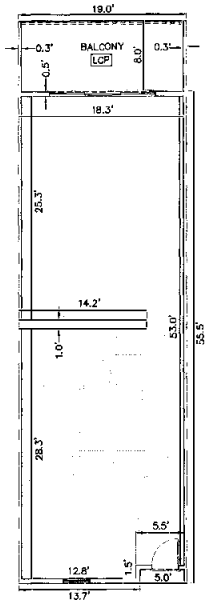
### - Residential Unit Details -



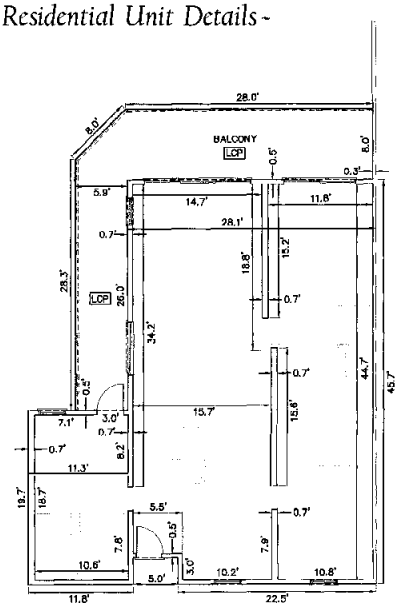

Type "A"




Type "B"




Type "C"




Type "D", Building 1

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LABEL LEGEND
LCP = LIMITED COMMON PROPERTY

10 0 10 20
GRAPHIC SCALE

* NOTICE *
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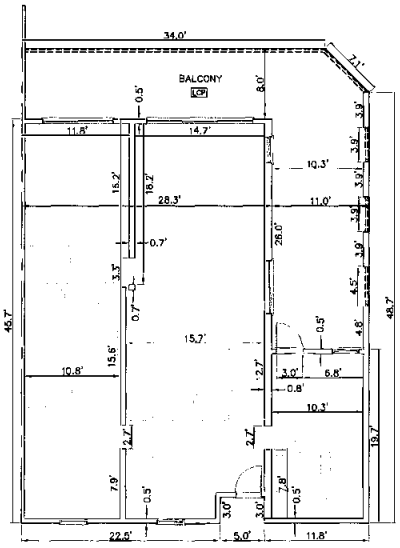
SHEET 61

# Exhibit "L"

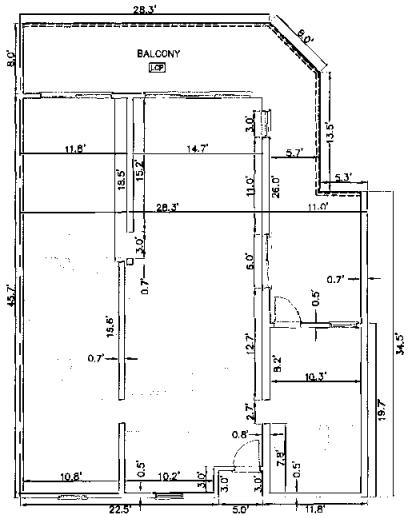
## LAKETOWN WHARF

*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ Residential Unit Details ~*




*Type 'D', Building 2, Floors 1-4*




*Type 'D', Building 1, Floors 5-19*

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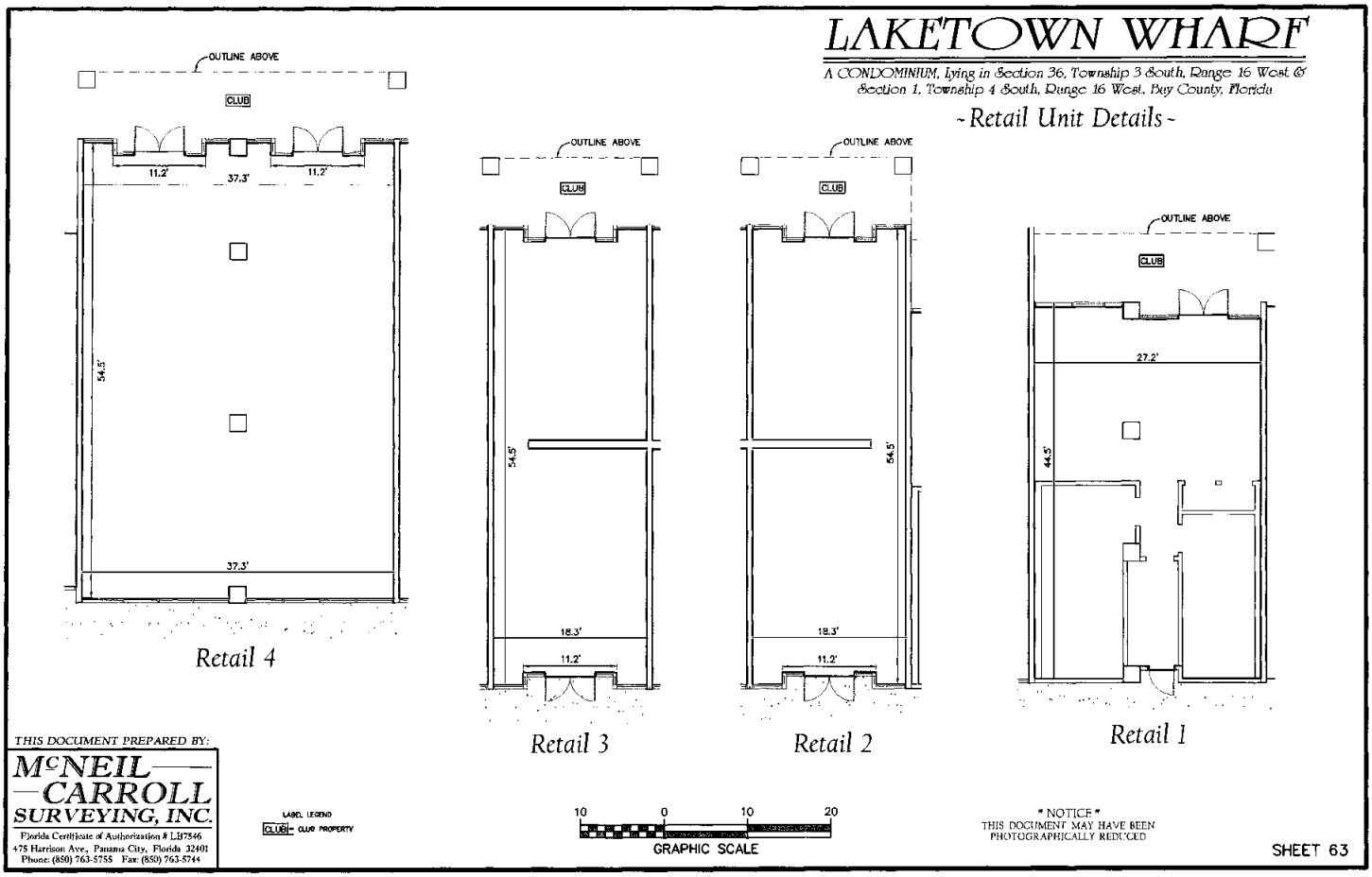
LABEL LEGEND
LCP = LIMITED COMMON PROPERTY

10 0 10 20
GRAPHIC SCALE

* NOTICE *
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SHEET 62

# Exhibit "L"

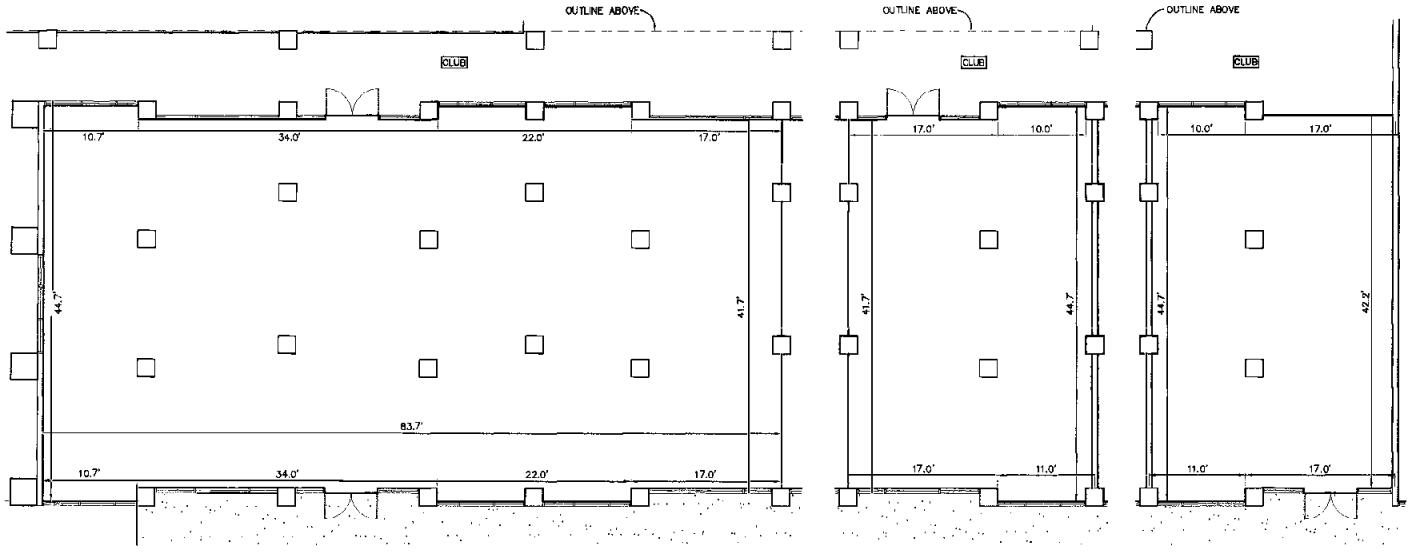

LAKETOWN WHARF
A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Unit Details -
OUTLINE ABOVE
CLUB
11.2'
37.3'
11.2'
54.5'
37.3'
Retail 4
OUTLINE ABOVE
CLUB
54.5'
18.3'
11.2'
Retail 3
OUTLINE ABOVE
CLUB
54.5'
18.3'
11.2'
Retail 2
OUTLINE ABOVE
CLUB
27.2'
44.5'
Retail 1
THIS DOCUMENT PREPARED BY:
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Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
LABEL LEGEND
CLUB - CLUB PROPERTY
10 0 10 20
GRAPHIC SCALE
* NOTICE *
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SHEET 63

# Exhibit "L"

## LAKETOWN WHARF

A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

- Retail Unit Details -




Retail 7 | Retail 6 | Retail 5

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LABEL LEGEND
CLUB - CLUB PROPERTY

10 0 10 20
GRAPHIC SCALE

* NOTICE *
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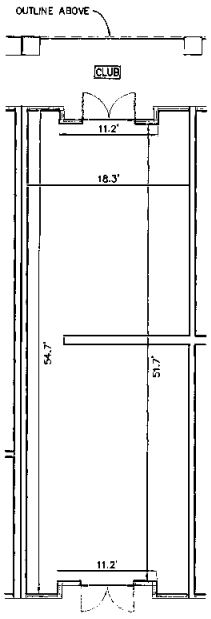
SHEET 64

# Exhibit "L"

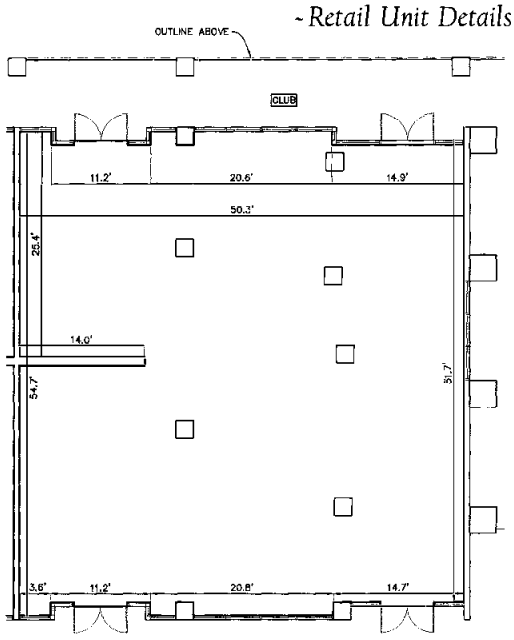
## LAKETOWN WHARF

*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~ Retail Unit Details ~*




*Retail 9*




*Retail 8*


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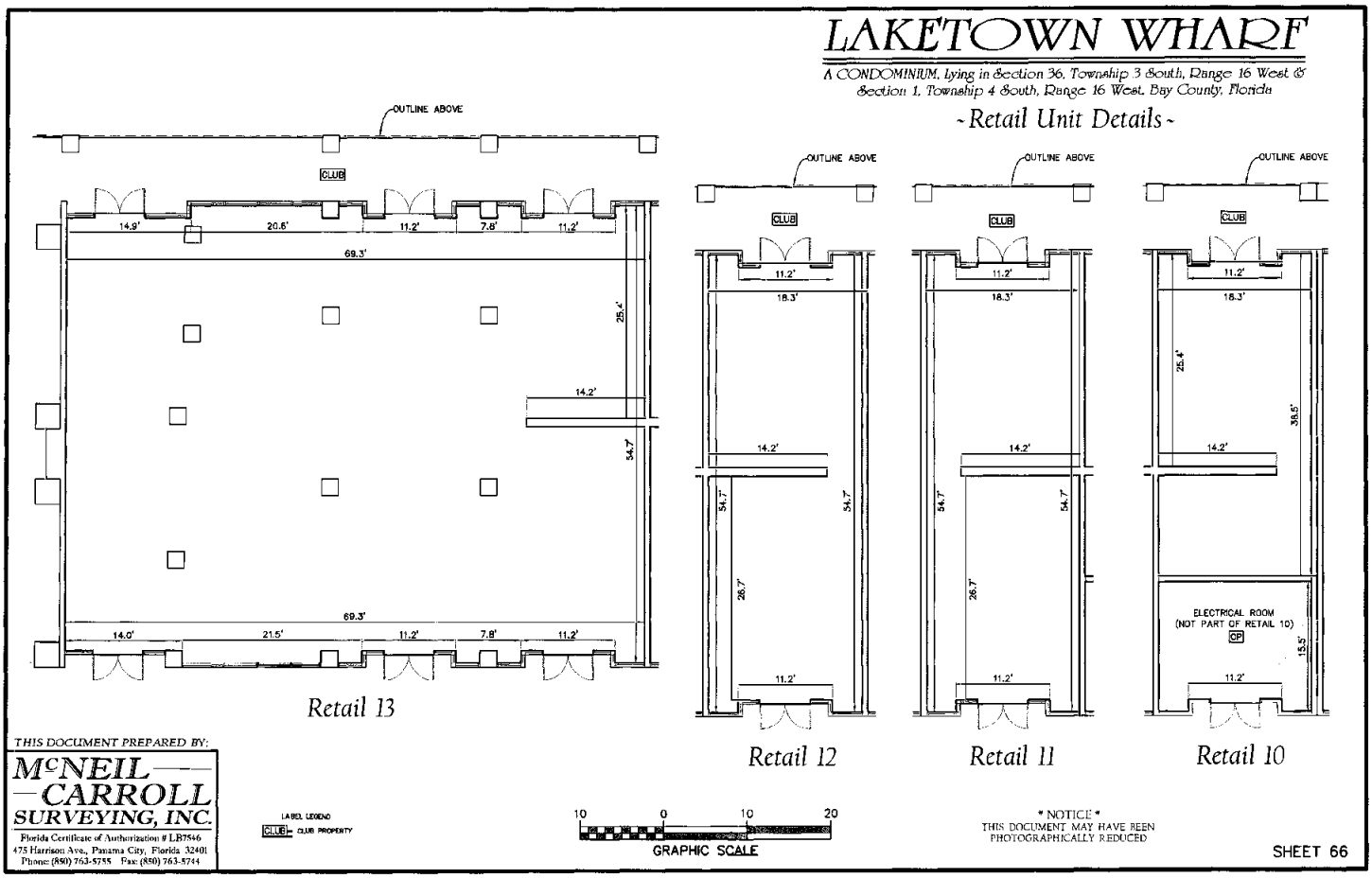
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475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744


LABEL LEGEND
CLUB = CLUB PROPERTY

10 0 10 20
GRAPHIC SCALE

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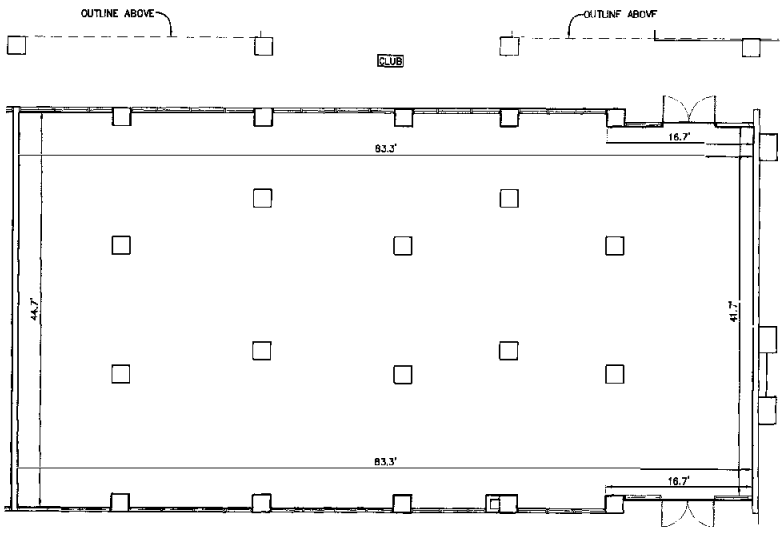

LAKETOWN WHARF
A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida
- Retail Unit Details -
OUTLINE ABOVE
CLUB
14.9'
20.6'
11.2'
7.8'
11.2'
69.3'
25.4'
14.2'
54.7'
14.0'
21.5'
Retail 13
18.3'
26.7'
Retail 12
Retail 11
ELECTRICAL ROOM
(NOT PART OF RETAIL 10)
CP
15.5'
30.5'
Retail 10
THIS DOCUMENT PREPARED BY:
McNEIL — CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744
LABEL LEGEND
CLUB = CLUB PROPERTY
10 0 10 20
GRAPHIC SCALE
* NOTICE *
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SHEET 66

# Exhibit "L"

## LAKETOWN WHARF

*A CONDOMINIUM, Lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*- Retail Unit Details -*




*Retail 14*


*THIS DOCUMENT PREPARED BY:*

McNEIL — CARROLL SURVEYING, INC.

Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744


LABEL LEGEND
CLUB - CLUB PROPERTY

10 0 10 20
GRAPHIC SCALE

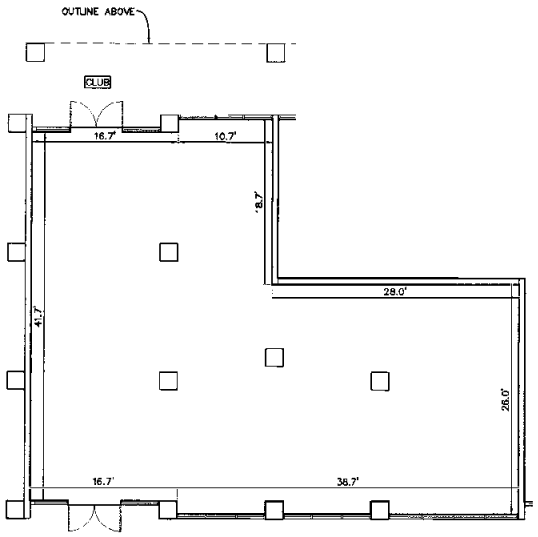
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# Exhibit "L"

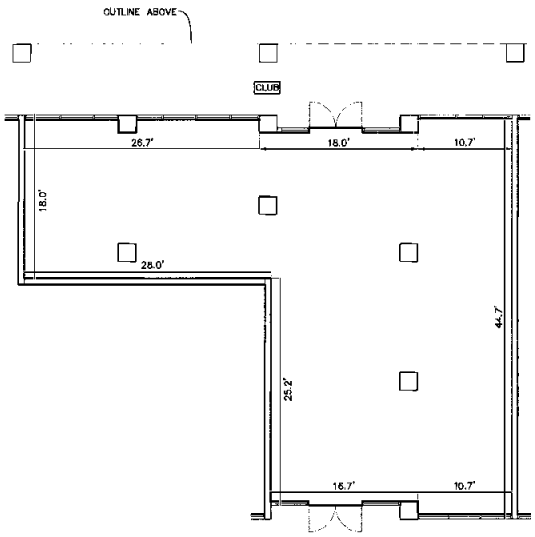
## LAKETOWN WHARF

*A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida*

*~Retail Unit Details~*




*Retail 16*




*Retail 15*


*THIS DOCUMENT PREPARED BY:*

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Phone: (850) 763-5755 Fax: (850) 763-5744


LABEL LEGEND
CLUB = CLUB PROPERTY

10 0 10 20
GRAPHIC SCALE

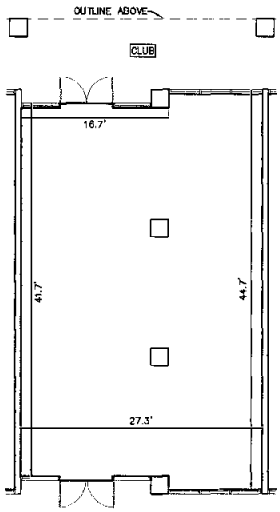
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# Exhibit "L"

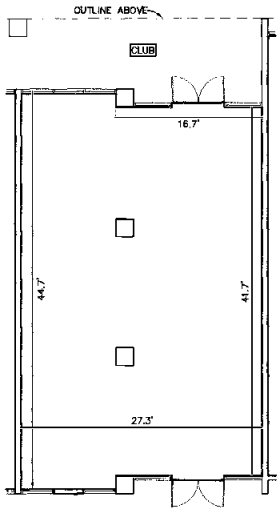
## LAKETOWN WHARF

A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

- Retail Unit Details -




Retail 18




Retail 17

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LABEL LEGEND
CLUB = CLUB PROPERTY

10 0 10 20
GRAPHIC SCALE

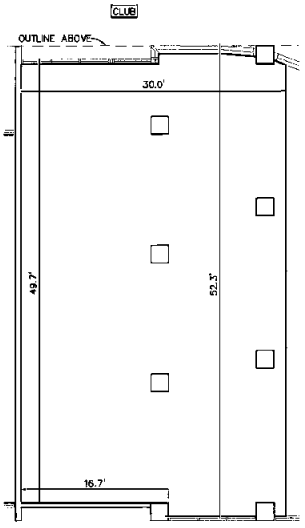
*NOTICE*
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED

# Exhibit "L"

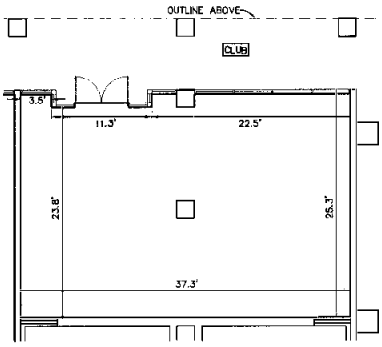
## LAKETOWN WHARF

A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

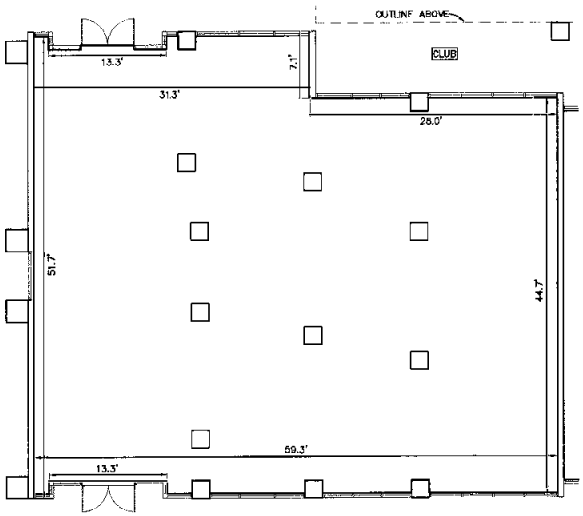
- Retail Unit Details -




Retail 21




Retail 20




Retail 19

THIS DOCUMENT PREPARED BY:

McNEIL—CARROLL SURVEYING, INC.
Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

LABEL LEGEND
CLUB = CLUB PROPERTY

10 0 10 20
GRAPHIC SCALE

* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED

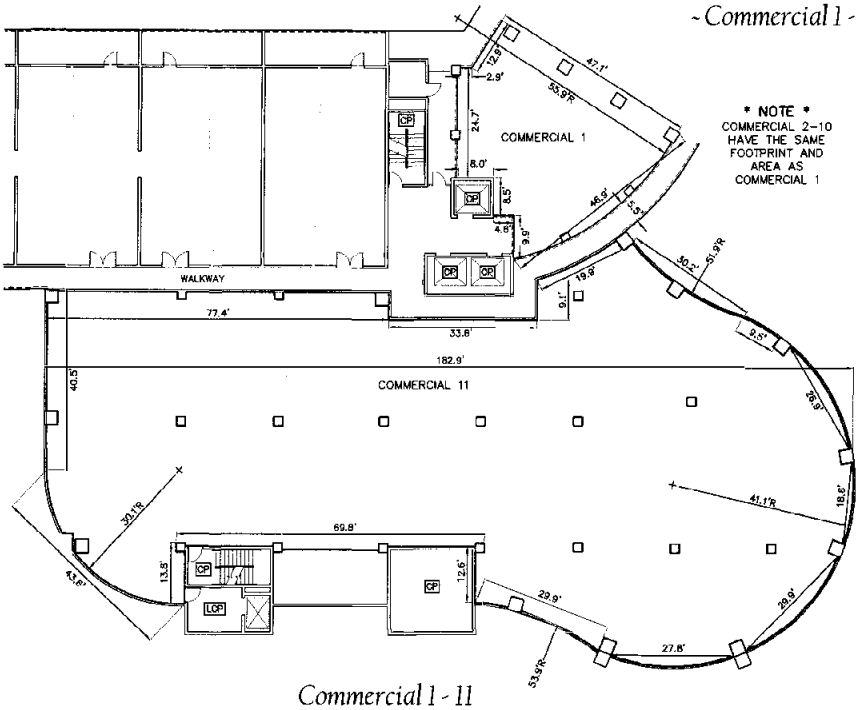
SHEET 70

# Exhibit "L"

## LAKETOWN WHARF

A CONDOMINIUM, lying in Section 36, Township 3 South, Range 16 West & Section 1, Township 4 South, Range 16 West, Bay County, Florida

~ Commercial 1 - 11 Details ~




Commercial 1 - 11

THIS DOCUMENT PREPARED BY:

McNEIL — CARROLL SURVEYING, INC.

Florida Certificate of Authorization # LB7546
475 Harrison Ave., Panama City, Florida 32401
Phone: (850) 763-5755 Fax: (850) 763-5744

20 0 20 40
GRAPHIC SCALE

* NOTICE *
THIS DOCUMENT MAY HAVE BEEN PHOTOGRAPHICALLY REDUCED

SHEET 71

**Exhibit "M"**

**Vote 1 -** 1. PROPOSED PURCHASE BY ASSOCIATION OF "CLUB PROPERTY" AND FOUR RETAIL UNITS OF LAKETOWN WHARF AND PROPOSED MORTGAGE OF THE PROPERTIES TO SECURE A PURCHASE-MONEY LOAN. The Association has negotiated a contract with Bee Street LLC, a Delaware limited liability company, and LTW Commercial LLC, a South Carolina limited liability company, (referred to herein collectively as the "Seller"), for sale by the Seller and purchase by the Association of the following Properties (referred to herein collectively as the "Properties"): (a) Those lands known as the "Club Property" as described in the Club Membership Agreement attached as Exhibit "I" to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-1" to this proxy, for a purchase price of $15,000,000.00; and (b) Retail Units R-20, R-21, R-22, and R-23 of Laketown Wharf, a Condominium according to the Declaration of Condominium of Laketown Wharf, a Condominium, recorded in Official Records Book 2994, Page 1890, of the Public Records of Bay County, Florida, as the same has been amended, and as more particularly described in Exhibit "A-2" to this proxy, for a purchase price of $3,000,000.00. The Association has obtained a loan commitment from City National Bank to finance the purchase of the Properties. Pursuant to provisions in the governing documents for Laketown Wharf, and applicable law, the Association's Board of Directors has the power and authority to make decisions regarding the purchase of real and personal property. However, section 4.E(2)(d) of the Declaration of Condominium provides that any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of the Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the unit owners. Upon purchase of the Properties, it is not anticipated that they will be incorporated as part of the Common Elements by amendment of the Declaration. In consideration of the foregoing, the Board of Directors, has decided to approve the purchase of the Properties but only upon submission to a vote of the Association's membership for approval by not less than two-thirds (2/3) of the unit owners and in conjunction with a contemporaneous vote of approval by not less than two-thirds (2/3) of the unit owners of authority for the Association to pledge the Properties as security through a mortgage to the lender providing the purchase-money funding for the purchase of the Properties. Do you vote to approve the purchase by the Association of the Properties for the purchase prices identified in the foregoing explanation and do you vote to approve mortgaging of the Properties by the Association to a lender as security for a purchase-money loan? This has to be voted on by November 29th, 2021. If you have any questions please contact the office directly.

**Vote 2 -** Rescinded Vote

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0101, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0102, Panama City Beach | ☑ | ☑ | ☑ | ☑ |
| 9860 S. Thomas Drive Unit 0103, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0104, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0105, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0107, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0108, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0109, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0110, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0112, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0113, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0114, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0115, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0116, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0117, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0118, Panama City Beach | ☑ | ☑ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 0119, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0120, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0122, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0124, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0125, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0126, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0127, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0201, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0202, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0203, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0204, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0205, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0207, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0208, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0209, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0210, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0211, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0212, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0213, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0214, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0215, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0216, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0217, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0218, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0219, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0220, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0221, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0222, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0224, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0225, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0226, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0227, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0301, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0302, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0303, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0304, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0305, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0307, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0308, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0309, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0310, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0311, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0312, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0313, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0314, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0315, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0316, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0317, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0318, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0319, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0320, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0321, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0322, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0324, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0325, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0326, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0327, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0401, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0402, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0403, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0404, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0405, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0407, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0408, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0409, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0410, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0411, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0412, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0413, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0414, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0415, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0416, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0417, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0418, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0419, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0420, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0421, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0422, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0424, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0425, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0426, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0427, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0501, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0502, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0503, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0504, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 0505, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0506, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0507, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0508, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0509, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0510, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0511, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0512, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0513, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0514, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0515, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0516, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0517, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0518, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0519, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0520, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0521, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0522, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0523, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0524, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0525, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0526, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0527, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0601, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0602, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0603, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0604, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0605, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0606, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0607, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0608, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0609, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 0610, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0611, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0612, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0613, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0614, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0615, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0616, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0617, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0618, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0619, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0620, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0621, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0622, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0623, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0624, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0625, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0626, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0627, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0701, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0702, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0703, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0704, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0705, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0706, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 0707, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0708, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0709, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0710, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0711, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0712, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0713, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0714, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0715, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0716, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0717, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0718, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0719, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0720, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 0721, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0722, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0723, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0724, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0725, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0726, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0727, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0801, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0802, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0803, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0804, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0805, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0806, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0807, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0808, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0809, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0810, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0811, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0812, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0813, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0814, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0815, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0816, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0817, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0818, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 0819, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0820, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0821, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0822, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0823, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0824, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0825, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0826, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0827, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0901, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 0902, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0903, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0904, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0905, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0906, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0907, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0908, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0909, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0910, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0911, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0912, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0913, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0914, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0915, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0916, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0917, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0918, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0919, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0920, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0921, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0922, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0923, Panama City Beach | ☑ | ☐ | ☑ | ☑ |
| 9860 S. Thomas Drive Unit 0924, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0925, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 0926, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 0927, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1001, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1002, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1003, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1004, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1005, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1006, Panama City Beach | ☑ | ☐ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 1007, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1008, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1009, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1010, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1011, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1012, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1013, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1014, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1015, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1016, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1017, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1018, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1019, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1020, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1021, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1022, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1023, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1024, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1025, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1026, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 1027, Panama City Beach | ☑ | ☐ | ☑ | ☑ |
| 9860 S. Thomas Drive Unit 1101, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1102, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1103, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1104, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1105, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1106, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1107, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1108, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1109, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1110, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1111, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1112, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1113, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1114, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1115, Panama City Beach | ☑ | ☑ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1116, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1117, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1118, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1119, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1120, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1121, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1122, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1123, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1124, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1125, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1126, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1127, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1201, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1202, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1203, Panama City Beach | ☑ | ☐ | ☑ | ☑ |
| 9860 S. Thomas Drive Unit 1204, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1205, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1206, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1207, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1208, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1209, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1210, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1211, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1212, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1213, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1214, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1215, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1216, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1217, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1218, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1219, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1220, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1221, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1222, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1223, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1224, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1225, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1226, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1227, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1301, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1302, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1303, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1304, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1305, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1306, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1307, Panama City Beach | ☑ | ☐ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 1308, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1309, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1310, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1311, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1312, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1313, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1314, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1315, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1316, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1317, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1318, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1319, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1320, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1321, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1322, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1323, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1324, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1325, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1326, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1327, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1401, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1402, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1403, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1404, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1405, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1406, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1407, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1408, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1409, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1410, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1411, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1412, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1413, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1414, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1415, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1416, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1417, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1418, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1419, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1420, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1421, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1422, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1423, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1424, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1425, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1426, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1427, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1501, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1502, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1503, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1504, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1505, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1506, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1507, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1508, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1509, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1510, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1511, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1512, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1513, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1514, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1515, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1516, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1517, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1518, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1519, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1520, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1521, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1522, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1523, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1524, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1525, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1526, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1527, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1601, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1602, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1603, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1604, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1605, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1606, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1607, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1608, Panama City Beach | ☑ | ☐ | ☑ | ☑ |
| 9860 S. Thomas Drive Unit 1609, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1610, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1611, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1612, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1613, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1614, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1615, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1616, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1617, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1618, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1619, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1620, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1621, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1622, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1623, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1624, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1625, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1626, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1627, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1701, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1702, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1703, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1704, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1705, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1706, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1707, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1708, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1709, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1710, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1711, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1712, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1713, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1714, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1715, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1716, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1717, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1718, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1719, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1720, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 1721, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1722, Panama City Beach | ☑ | ☑ | ☑ | ☑ |
| 9860 S. Thomas Drive Unit 1723, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 1724, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1725, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1726, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1727, Panama City Beach | ☑ | ☑ | ☑ | ☑ |
| 9860 S. Thomas Drive Unit 1801, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1802, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1803, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1804, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1805, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1806, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1807, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1808, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1809, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 1810, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1811, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1812, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1813, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1814, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1815, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1816, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1817, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1818, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1819, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1820, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1821, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1822, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1823, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1824, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1825, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 1826, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1827, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1901, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1902, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1903, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1904, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1905, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1906, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1907, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 1908, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1909, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 1910, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1911, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1912, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1913, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1914, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1915, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1916, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1917, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1918, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1919, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1920, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1921, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1922, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1923, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1924, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1925, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1926, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 1927, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2007P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 2008P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2009P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2010P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2011P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2012P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2013P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2014P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2015P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2016P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2017P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2018P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2019P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2020P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2021P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2022P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2023P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2024P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2025P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2026, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2027P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2107P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9860 S. Thomas Drive Unit 2108P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2109P, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 2110P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2111P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2112P, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 2113P, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9860 S. Thomas Drive Unit 2114P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2115P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2116P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2117P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2118P, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9860 S. Thomas Drive Unit 2119P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2120P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2121P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2122P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2123P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2124P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2125P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2126P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9860 S. Thomas Drive Unit 2127P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0130, Panama City Beach | ☑ | ☐ | ☑ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 0131, Panama City Beach | ☑ | ☑ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 0132, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0133, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0135, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0136, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0137, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0138, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0232, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0233, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0234, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0235, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0236, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0237, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0238, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0328, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0329, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0330, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 0331, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0332, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0333, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0334, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 0335, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0336, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0337, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 0338, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0428, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0429, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0430, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0431, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0432, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0433, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0434, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0435, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0436, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0437, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0438, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0528, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0529, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0530, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0531, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0532, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0533, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 0534, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0535, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0536, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0537, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0538, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0628, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0629, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0630, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0631, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0632, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0633, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0634, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0635, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0636, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0637, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0638, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0728, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0729, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 0730, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0731, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0732, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 0733, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0734, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0735, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0736, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0737, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0738, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0828, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0829, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0830, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0831, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0832, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0833, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0834, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0835, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0836, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0837, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0838, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0928, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0929, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0930, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0931, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 0932, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0933, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9902 S. Thomas Drive Unit 0934, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0935, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0936, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0937, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 0938, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1028, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1029, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1030, Panama City Beach | ☑ | ☑ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 1031, Panama City Beach | ☑ | ☐ | ☑ | ☑ |
| 9902 S. Thomas Drive Unit 1032, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1033, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 1034, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1035, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1036, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1037, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1038, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1128, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1129, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1130, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 1131, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1132, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1133, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1134, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1135, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1136, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1137, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1138, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1228, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1229, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1230, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1231, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9902 S. Thomas Drive Unit 1232, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1233, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1234, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1235, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1236, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1237, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1238, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1328, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1329, Panama City Beach | ☐ | ☐ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 1330, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1331, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1332, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1333, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1334, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1335, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1336, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1337, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1338, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1428, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1429, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1430, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1431, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1432, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1433, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1434, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1435, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1436, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1437, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1438, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1528, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 1529, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1530, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1531, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1532, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1533, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1534, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1535, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1536, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1537, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1538, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1628, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1629, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9902 S. Thomas Drive Unit 1630, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1631, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1632, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1633, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1634, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1635, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1636, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1637, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1638, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 1728, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1729, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1730, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1731, Panama City Beach | ☑ | ☑ | ☐ | ☑ |
| 9902 S. Thomas Drive Unit 1732, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1733, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1734, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1735, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1736, Panama City Beach | ☑ | ☑ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 1737, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1738, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1828, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1829, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1830, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1831, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1832, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1833, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1834, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1835, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1836, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1837, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 1838, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1928, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1929, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1930, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1931, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1932, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1933, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1934, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1935, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1936, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1937, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 1938, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2028P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2029P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2030P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2031P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2032P, Panama City Beach | ☑ | ☐ | ☑ | ☐ |
| 9902 S. Thomas Drive Unit 2033P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2034P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2035P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2036P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit 2128P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2129P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2130P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2131P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2132P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2133P, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2134P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2135P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit 2136P, Panama City Beach | ☐ | ☐ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-01, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-02, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-03, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-04, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-05, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-06, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-07, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-08, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-09, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-10, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit C-11, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-01, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit R-02, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-03, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-04, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-05, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-06, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-07, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-08, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-09, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-10, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-11, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-12, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-13, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-14, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-15, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-16, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-17, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-18, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-19, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-20, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-21, Panama City Beach | ☑ | ☑ | ☐ | ☐ |
| 9902 S. Thomas Drive Unit R-22, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | Meet. Vote Rec'd | Vote 1 | | Vote 2 |
|---|---|---|---|---|
| | | IN FAVOR OF PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | OPPOSED TO PURCHASE OF PROPERTIES AND MORTGAGING OF PROPERTIES TO SECURE THE PURCHASE-MONEY LOAN | Rescind Vote |
| 9902 S. Thomas Drive Unit R-23, Panama City Beach | ☑ | ☑ | ☐ | ☐ |

# Exhibit "M"

| | |
|---|---|
| Subject | **LTW - Approved Minutes from Last Meeting** |
| From | <johnm@evrpcb.com> |
| To | 'Katie Sullivan' <katies@emeraldviewresorts.com> |
| Cc | <laureea@emeraldviewresorts.com> |
| Date | 2022-03-07 10:37 |

- LTW - BOD Meeting - Approved Minutes - 12.21.2021.pdf(~138 KB)
- LTW - BOD Meeting - Approved Minutes - 1.11.2022.pdf(~151 KB)

John Miller
Emerald View Association Management
PO Box 9418
Panama City Beach, FL. 32417

# Exhibit "M"

**MINUTES**
**Board of Directors Meeting**
**Date:** Tuesday, December 21, 2021
**Time:** 1:00PM (CST)
**Place:** Laketown Wharf - Lakeview Conference Center
9902 S. Thomas Dr., Panama City Beach, FL. 32408

1. **CALL TO ORDER**
John Miller called the meeting to order at 1:00 PM (CST).

2. **CALL OF ROLL & ESTABLISHING A QUORUM**
Quorum was established with all three (3) board members present.
Present in person: Zack Shewmaker and Beverly Cowart.
Present via Zoom: Terri Lester.
Attending from EVAM: John Miller.

3. **PROOF OF NOTICE**
John Miller attested the meeting was properly notice in accordance with F.S. 718.

4. **APPROVAL OF UNAPPROVED MINUTES**
The Board of Directors reviewed the draft minutes from two (2) meetings held on December 2, 2021, and December 3, 2021. After review, two (2) motions were made.

   i. **Motion** made by Beverly Cowart to "Approve the draft minutes from December 2, 2021, Board of Directors meeting." **Seconded** by Zack Shewmaker; **Motion passed.** Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

   ii. **Motion** made by Beverly Cowart to "Approve the draft minutes from December 3, 2021, Special Members meeting." **Seconded** by Zack Shewmaker; **Motion passed.** Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

5. **NEW BUSINESS**
   a. **Parking Discussion with the Association's Attorney** - Leslie Sheekley, the Association's attorney, introduced herself and opened by explaining exactly what the parking space is. Leslie explained to the Association that there is one (1) limited common element parking space assigned to each unit. Unit owners do not own said assigned parking space but hold exclusive use rights to said parking space. The documents provide the assignments are not to be recorded in public record which leads the Association to question the amount of parking spaces originally assigned. The only information the Association has on the assigned spaces are from the nine (9) owners who provided proper documentation of their assigned space.

# Exhibit "M"

Questions were pertaining to parking spaces were addressed by Leslie. Questions addressed included:

**Q:** Does an owner have to have an assigned parking space?
**A:** Owners are not required to have their assigned parking space, but there is one (1) assigned parking space available to the owner if they decide they want it.

**Q:** What is the difference between a limited common element and a common element?
**A:** A limited common element is a component of a common element and is reserved exclusively for one person. A common element is open to everyone.

**Q:** Can the Association charge short-term guests for parking?
**A:** This question will need to be tabled for the next parking meeting.

**Q:** Where does the parking easement go?
**A:** Leslie does not have the paperwork, but the easement will be discussed at the next meeting.

**Q:** Can the parking rules be amended to state the spaces are common elements?
**A:** Yes, the documents can be amended to state parking spaces are common elements.

**Q:** Are owners going to be charged for the exclusive use rights to a parking space?
**A:** There were a handful of owners who purchased the exclusive use rights for parking from the developer years ago. For those who did not purchase use rights to a parking space, the Association may choose to charge for said space if the owner decides they want the use right to a space.

**Q:** Do the parking tag numbers have an affiliation with the parking space numbers?
**A:** The numbers on the parking tags do not have any affiliation with the parking space numbers.

**Q:** Does the parking fee and the Club fee need to be separate, or can the Association combine the fees together?
**A:** The questions will need to be investigated further and discussed at the next meeting.

**Q:** Is the South garage parking for owners only?
**A:** It may have stated this at one time, but no, the South garage is available to any guest who wants to park in the garage. The parking is first come, first serve.

**Q:** How do we determine the number of spots in the South garage that an owner can park in vs a short-term renter?
**A:** Even if we designate a location for the owners in the South garage, the parking spots will still be available on a first come, first serve basis and not a specific spot would be dedicated to the owners.

**Q:** Will the COA have exclusive use rights to all revenue generated from limited common property parking spaces and does the developer still have rights to the parking spaces?
**A:** This goes back to the issue with charging the assignment for specific use rights on said parking spaces. This goes back to the developer. The developer no longer has rights to the parking spaces.

**Q:** Are owners fined for their guest not complying with the parking rules?
**A:** Yes, the fines go back to the owners as the owners are responsible for their guests.

**Q:** Can the Association charge for event parking?
**A:** Yes, the Association can charge parking fees for event parking.

There will be more answers at a later meeting. Leslie will need to do more research to make sure everything is accurate.

# Exhibit "M"

The board thanked Leslie for her time.

6. **MEETING ADJOURNMENT**
**Motion** made by Beverly Cowart to "Adjourn the meeting." **Seconded** by Zack Shewmaker; **Motion passed.**
The meeting was adjourned at 2:34 PM (CST).
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

Respectfully submitted by: John Miller, CAM
Emerald View Association Management
Laketown Wharf Resort Community Association

# Exhibit "M"

**MINUTES**

**Board of Directors Meeting**

**Date:** Tuesday, January 11, 2022

**Time:** 5:00 PM (CST)

**Place:** Laketown Wharf - Lakeview Conference Center
9902 S. Thomas Dr., Panama City Beach, FL. 32408

1. **CALL TO ORDER**
   John Miller called the meeting to order at 5:00 PM (CST).

2. **CALL OF ROLL & ESTABLISHING A QUORUM**
   Quorum was established with all three (3) board members present.
   Present in person: Zack Shewmaker and Beverly Cowart.
   Present via Zoom: Terri Lester
   Attending from EVAM: John Miller.

3. **PROOF OF NOTICE**
   John Miller attested the meeting was properly notice in accordance with F.S. 718.

4. **APPROVAL OF UNAPPROVED MINUTES**
   The Board of Directors reviewed the draft minutes from two (2) meetings held on November 16, 2021, and November 29, 2021. After review, two (2) motions were made.

   i. **Motion** made by Zack Shewmaker to "Approve the draft minutes from November 16, 2021, Board of Directors meeting." **Seconded** by Beverly Cowart; **Motion passed.**
   Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

   ii. **Motion** made by Zack Shewmaker to "Approve the draft minutes from November 29, 2021, Special Members meeting." **Seconded** by Beverly Cowart; **Motion passed.**
   Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

5. **NEW BUSINESS**
   a. **Parking Committee Recommendations Presented by the Committee's Chairperson** - Lisa Black, Parking Committee Chairperson, opened with a discussion on new parking rules. The topics consisted of:

   - STR Guests - Charge $10.00 per Vehicle
   - Event Parking - Charge per Vehicle
   - Non-paying Guests - Charge $10.00 per Vehicle
   - Day Passes for Family Members
   - Employee and Vendor Parking Areas
   - Parking Space Cap

# Exhibit "M"

Lengthy discussions followed on each topic. Owners expressed their opinions and where they stand on each topic. Zack Shewmaker recommended tabling some of the topics for next week's meeting when the attorney is present. There were two (2) motions made during the discussions.

i. **Motion** made by Zack Shewmaker to "Charge for event parking for each event. Fees will be subject to change based on what the event entails." **Seconded** by Beverly Cowart; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

Beverly Cowart recommended having a Schedule of Parking Charges stating what the parking charges will be per event.

ii. **Motion** made by Zack Shewmaker to "Approve designated parking areas for vendors, employees, and cleaning crews to be located on the 9th floor of the North parking garage and the back lot of Laketown Wharf; lot closest to Front Beach Road." **Seconded** by Beverly Cowart; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

The board and Lisa Black answered additional questions from the owners and noted that more issues will be addressed when the attorney is present at the next meeting.

b. **Rules Committee Recommendations Presented by the Committee's Chairperson** - Roy Black, Rules Committee Chairperson, opened with a discussion on new rules. Some topics consisted of:

- New Pet Registration Procedure
- New Pet Identification Ideas
- Pet Weight Restrictions
- Pet Limit Per Unit
- Pets on Property
- Service Animals
- Update Aggressive Breeds List
- Unregistered Pets
- Pool Restrictions
- Age Requirements
- Owner Wristbands
- Quite Time Hours
- Construction Hours

The topic on pets was a lengthy discussion. Roy Black went over the proposed pet policy changes discussed at the last Rules Committee meeting. The committee would like to see a limit of two (2) pets per unit, immediate eviction for unregistered pets, $100.00 fine for pet violations, a new pet identification with "leash covers" rather than pet tags, and an updated aggressive breeds list as the committee feels there are dogs on the current list that are not considered aggressive. After discussion on each item, two (2) motions were made.

i. **Motion** made by Zack Shewmaker to "Restrict the pet limit to a maximum of two (2) pets per unit and to grandfather current owner who have more than two (2) pets." **Seconded** by Terri Lester; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

ii. **Motion** made by Zack Shewmaker to "Permit immediate eviction if a guest is caught with an unregistered animal." **Seconded** by Terri Lester; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

The other items pertaining to pets will be tabled for a later date.

# Exhibit "M"

There have been issues with owners and guests not wearing their wristbands and it is making security's job difficult when identifying trespassers. Reports of owners issuing their personal wristbands to short-term renters has been an issue and must be stopped. After a brief discussion, two (2) motions were made pertaining to wristbands.

i. **Motion** made by Zack Shewmaker that "Wristbands must be worn on wrists at all times while on property." **Seconded** by Terri Lester; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

Having the bands worn on the wrists will make it easy for security to identify guests and owners.

ii. **Motion** made by Zack Shewmaker to "Charge $100.00 for the first offense if an owner is found to have given their wristband(s) to short-term renters. A $500.00 RFID band activation fee will be charged per reservation for all other offenses." **Seconded** by Terri Lester; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

A lengthy discussion on age restrictions followed. There were multiple comments from owners on what ages should require adult supervision on property and what ages should be required to wear a pool band on property. After further discussion a motion was made and was later rescinded.

i. **Motion** made by Zack Shewmaker that "A person sixteen (16) years of age and under must be accompanied by an adult at thee pool areas, fitness center, and pickle ball court." **Seconded** by Beverly Cowart; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

It was later decided that sixteen (16) years of age would be difficult to determine and would be a hassle for security and management. After further discussion the board decided to rescind said motion.

ii. **Motion** made by Zack Shewmaker to "Rescind the previous motion that requires the age of sixteen (16) and under to be accompanied by an adult in the pool areas, fitness center, and pickle ball court." **Seconded** by Beverly Cowart; **Motion to rescind passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

Quiet time and construction hours as well as extending the main pool and hot tub hours until 11:00 PM (CST) were discussed. After a lengthy discussion, two (2) motions were made.

i. **Motion** made by Zack Shewmaker to "Change quiet time hours from 10:00 PM - 10:00 AM to 11:00 PM - 8:00 AM (CST) and to extend the main floor pool and hot tub closing hour from 10:00 PM to 11:00 PM (CST)." **Seconded** by Beverly Cowart; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

ii. **Motion** made by Zack Shewmaker to "For construction hours to be from 8:00 AM - 6:00 PM (CST), Monday - Friday, 9:00 AM - 5:00 PM (CST) on Saturday, and no construction on Sunday." **Seconded** by Beverly Cowart; **Motion passed.**
Vote was (3) "Yes": Zack, Beverly, and Terri; (0) "No."

# Exhibit "M"

c. **Resort Fee -** Zack Shewmaker opened by explaining to the members how the $60.00 reservation fee will help pay for the Club loan. Some owners in the audience disagreed with the numbers. After further discussion, some members were not on the same page, but a decision needed to be made, and in turn, a motion followed.

**Motion** made by Zack Shewmaker to "Pass the resort fee in the amount of $60.00 per reservation starting February 1, 2022." **Seconded** by Terri Lester; **Motion passed**.
Vote was (2) "Yes": Zack and Terri; (0) "No"; (1) Absent: Beverly.

6. **MEETING ADJOURNMENT**
**Motion** made by Zack Shewmaker to "Adjourn the meeting." **Seconded** by Terri Lester; **Motion passed**. The meeting was adjourned at 8:35 PM (CST).
Vote was (2) "Yes": Zack and Terri; (0) "No"; (1) Absent: Beverly.

Respectfully submitted by: John Miller, CAM
Emerald View Association Management
Laketown Wharf Resort Community Association

Exhibit "M"

# D 17

## Minutes of BOD meeting held on Dec 2-2021 Questions and Answers with the bank representative Garcia showing everyone had a chance to ask the bank any question they wanted

# Exhibit "M"

laketown WHARF PCB

P.O. Box 20215, PCB, FL. 32417

**MINUTES**

**Board of Directors Meeting**

**Date:** Thursday, December 2, 2021
**Time:** 1:00 PM (CST)
**Place:** Laketown Wharf - Lakeview Conference Center

1. **CALL TO ORDER**
   John Miller called the meeting to order at 1:00 PM (CST).

2. **CALL OF ROLL & ESTABLISHING A QUORUM**
   Quorum was established three (3) board members present: Zack Shewmaker, Terri Lester, and Beverly Cowart. Beverly attended via Zoom.
   Attending from EVAM: Meghan McNeil, Renee Reyer, and John Miller.
   John Townsend, the Association Attorney, was present.

3. **PROOF OF NOTICE**
   John Miller attested the meeting was properly in accordance with F.S. 718.

4. **NEW BUSINESS**
   a. **Questions & Answers with Bank Representative** - Before opening the topic, Zack Shewmaker made it clear to the Association the allotted two (2) minute time frame per owner would be enforced.

      Richard Garcia with City National Bank introduced himself and opened with describing the common area included in The Club purchase, including but not limited to the pools, convention center, board walk, fitness room, conference room, etc.

      Richard stated the interest rate is fixed at the day of closing at a rate of 4.19%, and a special assessment is not required.

      Owners were given time to ask Richard any questions they had. Questions included:

      **Q:** Will this loan be packaged and sold to other banks?
      **A:** No, Citi National will be the lender throughout the term of the loan.

      **Q:** What is an interest rate swap and what party will you be swapping with?

# Exhibit "M"

**A:** Citi National is working with Chatham in the swap contract. The reason why we are doing an interested rate swap is because Citi National typically does not offer fixed interest rates beyond ten (10) years.

**Q:** Is there a penalty for early payoff?
**A:** There is not a prepayment penalty from the bank, but there a penalty if you were to break the interest rate swap agreement.

**Q:** Can the COA place a lien on units if the loan defaults?
**A:** The Association can lien or levy an owner's unit if the loan is not paid, just like the Association could with any loan unpaid. The bank does not place liens on units, it is the Association.

**Q:** What is the total amount of the loan including interest?
**A:** The total amount with interest is $29,877,000. The total breaks down to approximately $37,000 per owner over the course of the twenty (20) year loan, and approximately $155.00 per unit/month on average.

**Q:** Will this loan impact our quarterly COA fees?
**A:** Yes, your assessments will increase, but the exact amount is not determined by the bank.

**Q:** When was the loan applied for and who applied?
**A:** The board applied for the facility and the term sheet was issued November 15th.

**Q:** Can you elaborate on the penalty for the swap?
**A:** The exact amount cannot be determined as it depends on interest rates, the Association selling the common areas, or if the Association decided to pass the special assessment with everyone agreeing to prepay.

**Q:** How does the bank evaluate The Club value?
**A:** The bank does not appraise The Club as it has no resale value.

**Q:** Does the Association sign a promissory note?
**A:** The Association as an entity will sign a promissory note with the bank, but the debt is with the entity and not with the individual owner. The promissory note will be fixed at 4.19%.

**Q:** Have there been any paperwork signed by the Board of Directors stating The Club purchase is a done deal?
**A:** No, the board has not signed anything with the bank at this time.

**Q:** What would be the last day we would be able to close on?
**A:** The bank needs to underwrite the deal if it passes, and this will take a week or two. The paperwork will need to be signed by this week or early next week to get everything processed by the end of the year.

**Q:** Is the urgency coming from the bank or seller?

# Exhibit "M"

**A:** The urgency is driven by the seller, and not the bank to get everything processed before January 1st, 2022.

After Richard Garcia answered all questions, he was thanked for his time and left the discussion.

b. **Questions & Answers with Attorney Regarding Club Purchase** - John Townsend, the Association's Attorney, introduced himself and opened with his standpoint on the purchase. After going through pages of the Governing Documents, the Board of Directors has the authority to make the decision on The Club purchase. However, the decision requires 2/3 votes from the membership to finance the project.

John Townsend stated the swap does not matter as the Association's interest rate is fixed. The swap mainly pertains to the bank making money or losing money.

John Townsend stated he is not affiliated with the Board of Directors or Management. John stated he and his firm are prohibited by Florida Statute from representing the Management company when the Association is represented by said Management.

John had a list of questions he read and answered them accordingly. The questions consisted of:

**Q:** Can the current Club owner charge to get into the pool?
**A:** The current owner cannot charge homeowners to get into the pool as they pay dues to have access rights. However, tenants, lessees, or occupants could be charged a surcharge fee if The Club owner chose to establish one.

**Q:** Does the Club owner have to give the COA the first right of refusal?
**A:** Only if a decision is made to terminate The Club.

**Q:** Can we verify the owner of The Club has the right to sell?
**A:** Bee Street is listed on the title and a representative does have the right to sell, but we do not have verification of the name of the representative who has the right to sell. Bee Street would need to provide us with the information. The bank would have this information confirming Bee Streets' representative.

**Q:** What are the Club owner's rights?
**A:** There are multiple rights of the Club owner including but not limited to the right to charge and collect a membership fee; the right to charge a use fee for the Health Club and Spa; the right to lien units for nonpayment of membership fees; the right to manage and operate the Club and to make necessary rules changes.

**Q:** Is the owner obligated to sell The Club?
**A:** No, the agreement can be terminated prior to closing if the owner decides not to sell The Club, subject to the terms of the agreement.

Owners were asked to share any questions or concerns. Their questions included:

# Exhibit "M"

**Q:** If we do not get the necessary votes by the end of the year, will The Club be available for purchase next year?
**A:** Zack Shewmaker spoke with the owner prior and stated the owner will likely keep The Club for another five (5) years if The Club does not sell by the end of this year. The owner will increase the Club fees to the maximum of 15% per year for five (5) years.

**Q:** Can the Club owner collect any use fees?
**A:** Yes, the owner can increase the membership fees and use fees but cannot exceed 115% increase.

**Q:** If the Club owner charges the surcharge fee starting January 1st, 2022, is it a breach of contract?
**A:** No, it is not a breach of contract when there is a contractual provision is stating a surcharge fee can be charged.

**Q:** Have we calculated the increase of the Reserve funds if the Club is purchased?
**A:** There is no requirement to have a Reserve Study, but the budget is required to have a Reserve plan every year.

**Q:** What, if any, increases will the Association incur on property taxes, and insurance for owning the Club?
**A:** There are no ad valorem taxes for owning the Club. The insurance information can be found on AppFolio. The board does not have this information on hand.

**Q:** Are we liable for any lawsuits against The Club?
**A:** The Association can be held liable for lawsuits against The Club.

**Q:** If the Club were sold, would the buyer be held to the same agreement?
**A:** The Association could change the Club membership agreement if purchased.

**Q:** Can a future board eliminate the increase in reservation fees that are helping pay for The Club loan?
**A:** Yes, unless there is a contractual obligation stating the income must come from a specific source.

**Q:** Does the Club owner have to give a reasonable amount of time to take away the mail room accommodation?
**A:** The owner must give the Post Office a reasonable amount of time and must comply with the Post Offices rules and regulations when removing the mail room.

**Q:** Does the Club owner get separate bills for utilities and insurance?
**A:** The Club owner pays their dues and electric. The owner pays the Association labor shares every month.

**Q:** Is there a real estate agent involved in the sale of the Club?
**A:** No, there is no real estate agent.

**Q:** Is the Club involved in any pending lawsuits?

# Exhibit "M"

**A:** There are no pending lawsuits that we are aware of currently.

**Q:** Are we going to have to hire our own security staff?
**A:** Yes, a new security staff has been hired. Clair mentioned the previously security staff have seen the Facebook post and have read insults on numerous occasions. Clair implored the Association not to start up the negativity with this new security staff as they can walk out at any time, and they will not tolerate being portrayed in a negative light.

**Q:** Where are the packages going to go if there is no package room?
**A:** Currently, there is no answer for where packages are going to go. The current package room is separate from The Club.

**Q:** Why are there so many empty retail spaces?
**A:** It is presumed the buyer was making money on the Association's units and not the retail spaces. If the Club sells, the focus will be more on the retail spaces we assume.

All questions needing an attorney were answered. John Townsend was thanked for attending the meeting and was given a round of applause.

Prior to the meeting adjournment, Zack Shewmaker encouraged the Association to vote and reiterated that every vote counts.

5. **MEETING ADJOURNMENT**
**Motion** made by Zack Shewmaker to "Adjourn the meeting." **Seconded** by Terri Lester. All were in favor. Meeting adjourned at 3:19 PM (CST).

Respectfully Submitted by: John Miller, CAM
Emerald View Association Management
Laketown Wharf Resort Community Association

# Exhibit "N"

| | | | |
|---|---|---|---|
| | **800** | **units** | |
| | **533.33** | **2/3** | ***(yes votes required - 534)*** |

**Yes - Electronic Votes**

| | | | |
|---|---|---|---|
| 68 80 60 58 58 46 61 35 | – | 466 | |
| | | 1 | *(1123 is a NO)* |
| | | 465 | |

**Yes - Paper Proxy Votes**

| | | | |
|---|---|---|---|
| 19 21 15 20 | – | 75 | |
| | | **540** | |

**Opposed - Electronic Votes**

| | | | |
|---|---|---|---|
| 28 | – | 28 | |

**Opposed - Paper Proxy Vot**

| | | | |
|---|---|---|---|
| 2 | – | 2 | |
| | | **30** | |

**Rescinded Votes**

| | | | |
|---|---|---|---|
| Add | | 5 yes | *(already counted)* |
| | | 1 no | *(already counted)* |

**NOTE** *Unit 1538. Counted this once electronically. Voided paper vote.*

RESCINDED VOTES & NOTES - CLUB PURCHASE 202

# Exhibit "N"

| LAST VOTE | | | | |
|---|---|---|---|---|
| NO | UNIT NO: | 1727 | RESCINDED: | 11/29/2021 10:25 |
| | NOTES: | Revoted NO on 12/3/21 by electronic vote | | |
| YES | UNIT NO: | 1825 | RESCINDED: | 11/19/2021 8:23 |
| | NOTES: | Original vote on 11/18/21. Revoted again on 12/2/21 electronically. | | |
| YES | UNIT NO: | 2124 | RESCINDED: | 11/27/2021 0:00 |
| | NOTES: | Revoted YES on11/30/21 electronically. | | |
| YES | UNIT NO: | 1231 | RESCINDED: | 11/29/2021 5:38 |
| | NOTES: | Revoted YES on 12/3/21 electronically. | | |
| YES | UNIT NO: | 1720 | RESCINDED: | 11/26/2021 4:55 |
| | NOTES: | Revoted YES on 12/2/21 electronically. | | |
| YES | UNIT NO: | 607 | RESCINDED: | 11/26/2021 3:22 |
| | NOTES: | Revoted YES on 12/3/21 electronically. | | |
| DID NOT REVOTE | UNIT NO: | 1723 | RESCINDED: | 11/28/2021 3:52 |
| | NOTES: | rescinded vote and sold unit | | |
| DID NOT REVOTE | UNIT NO: | 1006 | RESCINDED: | |
| | NOTES: | ** must see to believe ** | | |
| DID NOT REVOTE | UNIT NO: | 923 | RESCINDED: | 12/1/2021 7:07 |
| | NOTES: | | | |
| DID NOT REVOTE | UNIT NO: | 1731 | RESCINDED: | 11/30/2021 8:43 |
| | NOTES: | | | |
| DID NOT REVOTE | UNIT NO: | 1026 | RESCINDED: | 11/28/2021 10:02 |
| | NOTES: | | | |
| DID NOT REVOTE | UNIT NO: | 933 | RESCINDED: | 11/27/2021 8:27 |
| | NOTES: | | | |

# Exhibit "N"

| | | | | |
|---|---|---|---|---|
| DID NOT REVOTE | UNIT NO: | 1608 | RESCINDED: | 11/28/2021 10:32 |
| | NOTES: | | | |
| DID NOT REVOTE | UNIT NO: | 1203 | RESCINDED: | 11/28/2021 10:32 |
| | NOTES: | | | |
| DID NOT REVOTE | UNIT NO: | 1031 | RESCINDED: | 11/24/2021 10:06 |
| | NOTES: | | | |
| DID NOT REVOTE | UNIT NO: | 1027 | RESCINDED: | 11/19/2021 8:20 |
| | NOTES: | | | |
| DID NOT REVOTE | UNIT NO: | 130 | RESCINDED: | 12/1/2021 11:09 |
| | NOTES: | | | |

**Exhibit "O"**

**IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT IN AND FOR BAY COUNTY, FLORIDA**

| | | |
|---|---|---|
| **LAKETOWN WHARF RESORT COMMUNITY ASSOCIATION, INC.,** | ) | |
| **Plaintiff,** | ) | |
| **v.** | ) | **Case No: 25001311CA** |
| **CHARLES DONOVAN SMITH; CLARA Y. PEASE; JOHN P. MILLER, JR.; EMERALD VIEW ASSOCIATION MANAGEMENT, LLC; ZACKARY LEE SHEWMAKER; and TERRI LYNN LESTER,** | ) | |
| **Defendants.** | ) | |

**SECOND AMENDED COMPLAINT**

Plaintiff Laketown Wharf Resort Community Association, Inc. states this Complaint against Defendants Charles Donovan Smith, Clara Y. Pease, John P. Miller, Jr., Emerald View Association Management, LLC, Zackary Lee Shewmaker, and Terri Lynn Lester as follows:

**PARTIES**

1. Plaintiff Laketown Wharf Resort Community Association, Inc. (the "Association") is the association of unit owners for the Laketown Wharf Resort Condominium, located at 9902 South Thomas Drive, Panama City Beach, Florida 32408.

2. Defendant Charles Donovan Smith ("Smith") is a former President of the Association's Board of Directors and acted as a bulk buyer. Upon information and belief, Smith was the principal of Bee Street, LLC and Darlington Street, LLC, entities that acquired the Club Property and other non-residential units in 2015 and later benefitted from the sale of the Club Property to the Association. Upon information and belief, Smith was also the principal of Gulfview Holdings, LLC, and that entity controlled the vast majority of the residential units. Between

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Smith's various entities, he controlled over eighty percent (80%) of the total voting interests in Laketown Wharf. At all times material, Smith exercised control over these entities and coordinated with other defendants to advance the unauthorized and inflated transaction described herein. Upon information and belief, Smith is a resident of South Carolina.

3. Defendant Clara Y. Pease ("Pease") is the sole owner of Emerald View Association Management, LLC ("Emerald View"). At all times material, Pease was actively involved in managing the Association's affairs and exercised control over Emerald View's operations. Upon information and belief, Pease is a resident of Bay County, Florida.

4. Upon information and belief, Defendant John P. Miller, Jr. ("Miller") has been the Community Association Manager ("CAM") for Emerald View since October of 2020. At all times material, Miller was acting within the course and scope of his employment and authority with Emerald View, and Emerald View is vicariously liable for Miller's actions under the doctrine of *respondeat superior*. Upon information and belief, Miller is a resident of Bay County, Florida.

5. Defendant Emerald View is a Florida corporation with its principal place of business in Bay County, Florida.

6. Defendant Zackary Lee Shewmaker ("Shewmaker") is the former President of the Board of Directors for the Association ("the Board"). Upon information and belief, Shewmaker is a resident of Bay County, Florida.

7. Defendant Terri Lynn Lester ("Lester") was a member of the Board of Directors for the Association in late 2021. Upon information and belief, Lester is a resident of Escambia County, Florida.

## JURISDICTION

8. This Court has subject matter jurisdiction pursuant to Fla. Stat. § 26.012 because

the amount in controversy exceeds $50,000, exclusive of interest, costs, and attorneys' fees, and because this action seeks both legal and equitable relief.

## VENUE

9. Venue is proper in Bay County, Florida pursuant to Fla. Stat. §§ 47.011, 47.021, 47.041, and 47.051. Bay County is the county in which at least one defendant resides, where the cause of action accrued, and the location of the property at issue in this litigation. Bay County is also the county in which Emerald View has its corporate office.

## FACTS

### A. Ownership history of Laketown Wharf Resort

10. Laketown Wharf Resort is a condominium development located in Panama City Beach, Florida. It is governed by the Association, a Florida not-for-profit corporation organized to manage and maintain the common elements of the resort. The members of the Association are the owners of the residential, commercial, and retail units in the resort.

11. Laketown Wharf is subject to the Declaration of Laketown Wharf, a condominium, filed on November 14, 2007, at Book 2994 Page 1890 *et seq.*, in the Official Records of Bay County, Florida ("the Declaration").

12. The Declaration was subsequently amended by the First Amendment to the Declaration of Condominium on January 10, 2011 at Book 3295 Page 1872 *et seq.*, in the Official Records of Bay County, Florida.

13. The development includes residential units, retail spaces, and a set of amenities collectively referred to as the Club Property. The Club Property includes pools, boardwalks, recreational areas, and other facilities that are located within the condominium footprint and are closely associated with the use and enjoyment of the residential units.

14. The Club Property has limited marketability outside the resort. Its location and design render it primarily useful to the Association and its members. In addition, the Association holds the exclusive right to purchase the Club Property under certain circumstances, which further limits the attractiveness of the Club Property to potential purchasers. Collectively, these constraints materially depress the Club Property's fair market value.

15. The Club Property was originally developed by Laketown Wharf, LLC, a Florida entity managed by Laketown Holdings, LLC. In 2008, developer rights were assigned to Laketown Wharf Marketing Corp., a Delaware entity, which filed for Chapter 11 bankruptcy in December 2010. Following a sale confirmation order entered in early 2011, the Club Property was transferred to Laketown Wharf Marketing II, LLC. On February 5, 2015, Laketown Wharf Marketing II, LLC conveyed the Club Property to Bee Street, LLC by special warranty deed for $520,000. Around the same time, various retail and commercial units at Laketown Wharf were conveyed to Darlington Street, LLC for $820,000.

**B. Smith, Pease, and Shewmaker conspire to sell the Club Property at an inflated value**

16. From 2015 until 2021, Smith controlled most aspects of Laketown Wharf. He was president of the Association's Board, the bulk buyer of numerous units within the resort, and the owner of Bee Street, LLC and Darlington Street, LLC, the entities that acquired and managed the Club Property and retail units.

17. Smith forged a close relationship with Pease and her entities. Within a few months of obtaining control of Laketown Wharf in 2015, he engaged one of Pease's many entities to perform various construction projects on units that he owned. Pease's company Emerald View, a Florida licensed community association management firm, also managed Laketown Wharf during this time period and oversaw everything from routine maintenance to board elections.

# Exhibit "O"

18. During 2021, Smith and Pease conspired and formed a plan for the Association to purchase the Club Property and other retail units at a grossly inflated price. Even though Smith purchased the Club Property for a mere $520,000, Smith and Pease utilized a combination of fraud, concealment, exigency, and manipulation to cause the Association to purchase the Club Property for $15,000,000 in December 2021—nearly 30 times the price Smith paid just a few years before.

19. Starting in April 2021, approximately seven months before the Club Property transaction closed, Darlington Street, LLC, executed quit-claim deeds conveying numerous retail and commercial units at Laketown Wharf to entities in which Pease is the sole member. No documentary stamps were paid on any of these deeds, reflecting that each conveyance was made for no monetary consideration.

20. Contemporaneous with those conveyances, Smith also had his various entities transfer purported permanent "easements" allowing Pease's entities exclusive use of the Association's lobby and various storage and supply closets throughout Laketown Wharf.

21. At the time of these conveyances and assignments, Emerald View was serving as the Association's property management firm. Pease never disclosed to the Association, its Board, or its members that she and her wholly owned entities had received millions of dollars in real property interests from Smith, then the President of the Association's Board of Directors and principal of the seller of the Club Property, in the months leading up to the public announcement of the proposed purchase.

22. Smith and Pease's scheme was deliberately structured to conceal their self-interests and prior business dealings to usurp a corporate opportunity and mislead Association members. As a calculated first step, Smith resigned from his position as President of the Board to create the false appearance of impartiality, distance from the impending transaction, and to install a more

compliant successor to carry out the scheme under the guise of independent leadership.

23. Next, Smith and Pease recruited co-conspirator Zack Shewmaker to replace Smith as president of the Association's Board. Shewmaker's role in the conspiracy was to convince Association members to vote for the purchase of the Club Property and, if votes were lacking, manipulate the results to ensure the success of the resolution to purchase the Club Property. Shewmaker and Lester ran for positions on the board and were elected on October 18, 2021. Because the Board consisted only of three members at that time, Lester and Shewmaker elected themselves as Treasurer and President with minimal opposition.

24. Immediately after Shewmaker's election, Smith and Shewmaker began formally discussing the Association purchase of the Club Property and other retail units from Smith and his entities. Without approval of—or even notice to—Association members, Shewmaker and Pease sought approval for a loan from multiple banks. On November 15, 2021, City National Bank granted approval for a $20 million loan.

25. After obtaining financing, Emerald View, at the direction of Pease, Smith and Shewmaker, sent a memorandum advocating the purchase of the Club Property and retail units to Association members on or around November 16, 2021. This memorandum was the first notice to members about the possible purchase of the Club Property and retail units. The memorandum failed to disclose the conflicts of interest and personal financial incentives held by Smith, Pease, or Emerald View's employees—all of whom stood to unjustly benefit directly from the transaction and played key roles in orchestrating and promoting the deal for their own gain.

26. The memorandum rushed members to decide the purchase of the property by the end of the year and leveraged the Association's trust in Emerald View by painting the purchase as advantageous to Association members. The memorandum even included a "pro" and "con" list

that included 16 "pros" intended to play to the emotions of members, such as "control of your destiny," and only a single "con": the word "debt." Emerald View did not obtain an appraisal of the Club Property but instead assured members that the purchase was reasonable because it was based on another purchase in which Emerald View was involved.

27. In fact, neither Emerald View nor the Association's Board even attempted to obtain an appraisal for the Club Property, as was required for the purchase. Instead, Shewmaker and Pease urged members to purchase the Club Property for the asking price of $15 million, which was astronomically higher than what it was worth. The $15 million figure represented only a portion of the proposed $20 million transaction, which also included $2 million earmarked for repairs to the building's elevator system and $3 million for the acquisition of several retail units. Despite the magnitude of the proposed expenditure, no independent valuation was ever sought.

**C. The resolution to purchase the Club Property fails—repeatedly**

28. On November 29, 2021, the Association held a special meeting to vote on the resolution to purchase the Club Property and retail units, and to approve the $20 million loan. The notice for the November 29, 2021 meeting contained instructions that all votes for the resolution must be submitted no later than the start of the 1:00 P.M. meeting.

29. To pass the resolution, two-thirds of the members needed to vote in its favor.

30. The resolution failed.

31. Shewmaker, Pease, and Smith were undeterred. Instead of adjourning the meeting, Shewmaker purported to "continue" the meeting to December 3, 2021 to allow time for more members to vote. No notice was provided for the December 3, 2021 meeting. Neither the Association's governing documents nor Florida law permitted the Board to extend the time to vote, continue the meeting, or to call a subsequent meeting without proper notice.

32. At the December 3, 2021 meeting, John Miller, acting as CAM for Emerald View, affirmatively represented to Association members that the meeting had been properly noticed and was valid under the governing documents, when in fact no such notice had been provided and the meeting was not authorized. Again, the resolution failed to receive the necessary votes.

33. On December 6, 2021, Shewmaker and other Board members executed and submitted disclosures to City National Bank for the loan.

34. During the process of obtaining the loan, Shewmaker and/or other Board members apparently realized that additional votes were needed to ensure the purchase of the Club Property.

35. Shewmaker and/or Miller then revised the minutes of the December 3, 2021 special meeting to remove any mention of the meeting being adjourned and the details of the vote.

36. On December 10, 2021, Miller sent notice of a December 24, 2021 special meeting to members. In the notice, Miller represented that the November 29, 2021 meeting and the December 3, 2021 meeting had not been adjourned but merely continued to allow for votes to be certified.

37. Despite the notice allowing only certification of the vote, Shewmaker and Miller reopened the ballot and allowed for additional votes on the resolution to be submitted and counted.

38. At the December 24, 2021 special meeting, Shewmaker announced that the resolution had passed with a total of 541 votes—seven votes above the number of votes needed.

39. The actual number of votes received, however, was more than 100 votes short of the 534-vote threshold necessary to pass the resolution. Under Pease's supervision and direction, Shewmaker, Miller, and/or others involved in the conspirators' scheme recorded votes that had not been cast, and Shewmaker then presented the false total to members and to City National Bank.

40. On or about December 24, 2021, Defendants Shewmaker and Lester executed loan

documents and related banking documents in connection with the $20 million loan from City National Bank, despite knowing that the Association had not obtained the required approval from two-thirds of all unit owners. In connection with the closing of the loan transaction, Defendants Shewmaker, Lester, and Pease, were identified on the account as those involved, which thereby established their direct participation in the loan-closing process and the representations made to City National Bank that the transaction had been duly authorized.

41. On December 28, 2021, Shewmaker, Lester, and other Board members closed on the purchase of the Club Property and retail units, despite being fully aware there was no authority to do so.

42. As a result, the Association incurred a $20 million loan obligation, with total repayment exceeding $29 million, for property worth only a fraction of that amount. This transaction unjustly enriched Smith, Pease, and their affiliated entities and was executed in furtherance of a civil conspiracy to defraud the Association and its members.

**D. The payoff**

43. Shewmaker and Pease were richly rewarded for their roles in the conspiracy. Smith's companies conveyed numerous retail and commercial units in Laketown Wharf to companies owned solely by Pease. Upon information and belief, Smith sold these units to Pease at a significantly reduced value as payment for Emerald View assisting in seeking to convince members to vote for the resolution and by also falsely reporting the number of votes cast in favor of the resolution.

44. Similarly, Shewmaker received interest in a retail unit at Laketown Wharf to start an aptly named restaurant "In Cahoots." Upon information and belief, the price Shewmaker paid for this interest was also discounted as payment for assisting in seeking to convince members to

vote for the resolution, by falsely reporting the number of votes cast in favor of the resolution, and executing the paperwork necessary to close the loan in order for the Association to purchase the Club Property and retail units.

**COUNT I**
**Fraud/Suppression**
**(Against Smith, Pease, Shewmaker, Miller, Lester, and Emerald View)**

45. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

46. This count is brought against Defendants Smith, Pease, Shewmaker, Miller, Lester, and Emerald View for fraudulent misrepresentation and fraudulent suppression in connection with the vote purportedly authorizing the Association's purchase of the Club Property. Defendant Emerald View is vicariously liable for the fraudulent acts and omissions of its employee and agent, Miller, committed within the course and scope of his employment.

47. At all times material, Defendants Shewmaker, Lester, and Miller and Pease on behalf of Emerald View occupied positions of trust and authority within the Association and owed fiduciary and statutory duties to act in good faith, to disclose material facts concerning Association affairs, and to avoid concealing information necessary for unit owners to make informed decisions.

48. On or about November 16, 2021, Emerald View, acting through Miller and at the direction of Pease and Smith, sent a memorandum to Association members advocating for the purchase of the Club Property and related units. That communication omitted material facts, including the conflicts of interest and financial incentives Smith, Pease, and Emerald View stood to gain upon the purchase of the Club Property, and further omitted that no independent appraisal or competent valuation had been obtained for the Club Property substantiating the purchase price. Those omissions rendered the communication false and misleading.

49. On December 3, 2021, at the unnoticed special meeting, Miller told Association members that the meeting was properly called. That statement was false because no notice had been provided for the December 3 meeting and the prior failed vote could not lawfully be continued in that manner.

50. On December 3, 2021, after the resolution again failed to receive the required votes, Shewmaker represented to Association members that the resolution had been approved. That statement was false because the required number of votes needed for approval had not been obtained.

51. On December 10, 2021, Miller sent notice to Association members representing that the November 29 and December 3 meetings had not been adjourned but merely continued to allow for certification of votes. That statement was false because Miller failed to disclose the prior vote had failed, and the meeting had been adjourned. Miller also failed to disclose that the December 24 meeting was being improperly used to reopen balloting.

52. On December 24, 2021, at the special meeting, Shewmaker announced that the resolution had passed with 541 votes. That statement was false because the actual number of valid votes was more than 100 votes short of the required number necessary to approve the resolution.

53. On or about December 24 through December 28, 2021, Shewmaker, Lester, and Pease opened or established an account for the $20 million transaction in the name of the Association. Shewmaker and Lester also executed the loan and related banking documents necessary to close the purchase. By establishing the account and by executing the closing documents, Shewmaker, Lester, and Pease represented, expressly or by necessary implication, to City National Bank that they were authorized to act on the Association's behalf and that the Association had approved the purchase of the Club Property and authorized the Association to

incur the loan obligation to close the purchase. Those representations were false because the Association had not approved the purchase of the Club Property, or the resulting loan, by a vote of two-thirds of all unit owners.

54. Smith directed the foregoing misrepresentations and omissions, including the misleading communications with Association members, the false narrative that the vote in favor of the Resolution had lawfully passed, and the lender-facing representations necessary to close the transaction, for the purpose of causing the Association to purchase the Club Property at a grossly inflated price, and ultimately unjustly enriched Defendant Smith.

55. In the foregoing communications and closing steps, Shewmaker, Miller, and Emerald View concealed from Association members that the November 29 vote failed, that the December 3 meeting was not properly noticed, and that the December 24 meeting was improperly used to reopen balloting rather than merely certify votes.

56. Shewmaker concealed from Association members that the required approval had not been obtained and that the reported vote total included invalid, late, or uncast votes.

57. Defendants Shewmaker, Lester, Pease, and Miller knew that material irregularities had occurred in the vote to approve the Club Property purchase, including:

a. The Board's vote tally was grossly and fraudulently inflated;

b. Votes after November 29, 2021 were improperly added to the total, even though voting on the resolution had closed;

c. Meeting minutes from the December 3 meeting were edited to allow for additional voting and conceal vote totals; and

d. The total number of valid votes cast did not satisfy the two-thirds threshold required by the Association's governing documents to approve the purchase or the loan.

58. At Smith's direction, Shewmaker, Lester, Pease, and Miller concealed these facts with the intent to induce the Association and its members, to vote in favor of the approval of the

$15 million purchase of the Club Property, and to cause the Association to incur the loan obligation. Their omissions were deliberate and designed to facilitate the closing of a transaction that unjustly enriched those involved.

59. Defendants Shewmaker and Lester had a duty to disclose these material facts because, as officers and directors of the Association, they owed fiduciary duties to the unit owners and the Association in connection with the voting, approval, and closing process.

60. Defendants Miller and Emerald View had a duty to disclose these material facts because, as the Association's community association manager and management firm, they were acting as the Association's agent and were required to act loyally, honestly, in good faith, with care, and with full disclosure to the Association.

61. Defendant Pease likewise had a duty to disclose these material facts because she directed, approved, and participated in Emerald View's management conduct and possessed superior knowledge regarding the voting irregularities, lender communications, and closing process.

62. Each of these Defendants had superior knowledge of facts not available to the Association's members or to City National Bank, and several of them undertook to speak on these subjects while withholding material information necessary to make those statements not misleading.

63. The Association and its members reasonably relied on the Defendants' misrepresentations and omissions in approving and closing the transaction. In reliance on those false representations, the Association executed loan documents, incurred a $20 million obligation (with total repayment exceeding $29 million), and paid significantly more than the fair market value for the Club Property.

64. As a direct and proximate result of Defendants' fraud and suppression, the Association has suffered damages including, but not limited to, excessive debt obligations, overpayment for the Club Property, loss of reserve funds, and other financial injury.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Smith, Pease, Shewmaker, Miller, Lester, and Emerald View, jointly and severally; award compensatory damages, prejudgment interest, and costs; impose a constructive trust over any property or funds wrongfully obtained by Defendants in connection with the transactions described herein; and grant such other and further relief as the Court deems just and proper.

**COUNT II**
**Breach of Fiduciary Duty**
**(Against Shewmaker and Lester)**

65. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

66. This count is brought against Defendants Shewmaker and Lester for breach of fiduciary duty. At all relevant times, Defendants Shewmaker and Lester served as members of the Association's Board of Directors. As directors, they exercised substantial authority over the Association's operations, finances, governance, common elements, records, and decision-making processes.

67. Pursuant to Fla. Stat. § 718.111(1)(a), the officers and directors of a condominium association owe a fiduciary relationship to the unit owners and to the Association. This fiduciary duty includes the obligation to act in good faith, with loyalty, due care, candor, and honesty; to follow the governing documents; to accurately conduct and record Association business; and to refrain from actions taken for improper purposes or in conscious disregard of the Association's

interests.

68. Shewmaker breached his fiduciary duties through specific acts of intentional misconduct and bad faith, including:

a. causing the failed November 29, 2021 meeting to be improperly continued to December 3 without proper notice;

b. permitting the December 3 meeting to proceed despite knowing it was unauthorized;

c. directing or permitting changes to the December 3 minutes to conceal adjournment and the failed vote;

d. causing or permitting fabricated or invalid votes to be counted;

e. reporting vote totals he knew were false;

f. submitting or causing the submission of representations to City National Bank stating that two-thirds approval had been achieved when it had not; and

g. executing loan documents and closing on the Club Property purchase without lawful authority.

69. Lester likewise breached her fiduciary and agency duties by participating in, facilitating, or failing to prevent the same wrongful conduct. Her breaches included:

a. preparing, issuing, or participating in notices that misrepresented the validity of the December 3 meeting and implied that additional voting was permitted;

b. participating in or failing to stop the alteration of the December 3 minutes;

c. implementing or assisting in the unauthorized reopening of the ballot on December 24;

d. accepting, reporting, signing, or forwarding fabricated, untimely, or invalid votes;

e. submitting or assisting in the submission of false certifications to the membership and to City National Bank; and

f. using her management authority to facilitate actions she knew or should

have known were unauthorized and harmful to the Association.

70. The conduct of Shewmaker and Lester was undertaken in bad faith, for improper purpose, in breach of their fiduciary duties and in conscious disregard of the Association's governing documents, lawful voting procedures, and the foreseeable negative financial and legal consequences to the Association. Their actions fall outside any protection afforded to discretionary decision-making or managerial judgment.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Shewmaker and Lester, jointly and severally; award compensatory damages, prejudgment interest, and costs; impose a constructive trust over any property or funds wrongfully obtained by Defendants in connection with the transactions described herein; and grant such other and further equitable relief as the Court deems just and proper.

**COUNT III**
**Breach of Fiduciary Duty**
**(Against Miller, Pease, and Emerald View)**

71. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

72. This count is brought against Defendants Miller, Pease, and Emerald View for breach of fiduciary duty. Defendant Emerald View is vicariously liable for the acts and omissions of its employee and agent, Miller, committed within the course and scope of his employment. Defendant Pease is individually liable for her own acts and omissions as the sole owner of Emerald View.

73. Under Fla. Stat. § 468.4334(1), Miller and Emerald View were required to discharge all management duties loyally, skillfully, diligently, honestly, fairly, in good faith, with care, with full disclosure to the Association, and without knowingly performing any act that

violates state law. Emerald View is independently liable for failing to ensure that its management services complied with these standards, and is vicariously liable for Miller's conduct. Pease is liable because she personally directed, approved, or participated in the wrongful acts described below.

74. Miller, Pease, and Emerald View breached these duties through intentional and bad-faith conduct that deliberately abdicated their responsibilities, including:

a. preparing or issuing notices that misrepresented the validity of the December 3 meeting;

b. assuring owners that the December 3 meeting and vote were lawful when they were not;

c. participating in or allowing the alteration of the December 3 minutes to conceal the failed vote;

d. facilitating, implementing, or failing to stop the unauthorized reopening of the ballot on December 24;

e. accepting, counting, or circulating fabricated, invalid, or untimely votes;

f. participating in or failing to prevent the submission of false vote certifications to City National Bank;

g. failing to disclose material information to the Association regarding the invalidity of the vote, the alteration of minutes, and the impropriety of the December 24 ballot reopening; and

h. using management authority to advance a transaction they knew the Association lacked lawful authority to complete.

75. In addition, Emerald View sent a written communication to all owners that presented a one-sided and misleading summary of the proposed Club Property purchase—identifying 16 "pros" and only a single "con"—while omitting material risks and uncertainties to influence unit owners to support the transaction. Emerald View failed to obtain an independent appraisal, and instead emphasized the need to push the deal through quickly. Through this

communication, Emerald View, Miller, and Pease acted as advocates for the transaction rather than neutral fiduciaries or agents providing full, balanced, and accurate information to the Association members.

76. This conduct was undertaken knowingly, in bad faith, and with complete disregard of the Association's governing documents, lawful voting procedures, and the foreseeable consequences to the Association. Their actions fall well outside any protection afforded to discretionary managerial judgment or the statutory immunity available for mere negligence.

77. As a direct and proximate result of these breaches, the Association sustained significant damages, including assuming a $20 million loan without lawful approval, overpaying for the Club Property, depletion of financial resources, increased exposure to liability, and destabilization of Association governance.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Miller, Pease, and Emerald View jointly and severally; award compensatory damages, prejudgment interest, and costs; impose a constructive trust over any property or funds wrongfully obtained by Defendants in connection with the transactions described herein, and grant such other and further equitable relief as the Court deems just and proper.

**COUNT IV**
**Violation of Fla. Stat. § 718.303**
**(Against Shewmaker and Lester)**

78. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

79. This count is brought against Defendants Shewmaker and Lester for willful and knowing failure to comply with the Laketown Wharf Resort Declaration of Condominium and its

properly adopted amendments. These documents are attached to this Second Amended Complaint as combined Exhibit A in accordance with Florida Rule of Civil Procedure 1.130.

80. Section 4.E.(2)(c) of the original Declaration provides that land or other property interests acquired by the Association may be added to the Common Elements only by amendment to the Declaration, and that such enlargement becomes effective only upon the recording in the public records of Bay County, Florida, of a certificate of the Association certifying that the amendment was adopted, which certificate must be executed by the officers of the Association with the formalities of a deed. Section 4.E.(2)(d) further provides that any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of the Declaration may be sold, mortgaged, or otherwise disposed of by the Association only with the prior approval of not less than two-thirds (2/3) of the unit owners, and that such approval must be evidenced by a certificate stating that the approval was duly given, executed by the officers of the Association with the formalities of a deed, and delivered to the purchaser or mortgagee of such land.

81. The Club Property was not incorporated into the Common Elements by amendment of the Declaration before the December 2021 transaction. No amendment satisfying Section 4.E.(2)(c) was adopted and recorded to add the Club Property to the Common Elements before Defendants proceeded with the loan closing. The First Amendment is consistent with that reading because it separately defines "Club Property" and "Club Membership Agreement" while separately addressing "Common Elements," thereby treating Club Property as a distinct category rather than automatically as part of the Common Elements.

82. Because the Club Property had not been incorporated into the Common Elements by amendment, Section 4.E.(2)(d) required prior approval of not less than two-thirds (2/3) of the

unit owners, evidenced by the required certificate, before the Association could mortgage, encumber, or otherwise proceed with the lender-facing transaction involving that property. At all times material, Defendants Shewmaker, Lester, Miller, and Emerald View were required to comply with those contractual requirements in carrying out Association business and in causing the Association to proceed with the December 2021 loan and closing transaction.

83. Defendants Shewmaker and Lester willfully and knowingly breached those contractual requirements by causing the Association to proceed with the December 2021 loan and closing transaction without obtaining valid approval from not less than two-thirds (2/3) of the unit owners and without lawful authority to represent that such approval had been duly given.

84. In connection with that breach, Shewmaker and Lester executed lender-facing and closing documents on behalf of the Association despite the fact that required approval was never properly obtained.

85. In the alternative, to the extent Defendants contend the Club Property had been incorporated into the Common Elements, Defendants still breached the Declaration because no amendment and recorded certificate satisfying Section 4.E.(2)(c) had been adopted and recorded before the transaction proceeded.

86. As a direct and proximate result of Defendants' breaches, the Association has suffered damages including, but not limited to, the assumption of a $20 million loan obligation, total repayment obligations exceeding $29 million, overpayment in connection with the Club Property transaction, loss of reserve funds, and other financial injury.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Shewmaker and Lester, jointly and severally; award compensatory damages, prejudgment interest, attorney fees, and costs; and grant such other and further relief as

the Court deems just and proper.

**COUNT V**
**Breach of Contract**
**(Against Emerald View)**

87. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

88. This count is brought against Defendant Emerald View for breach of the Management Agreement between Emerald View and the Association. This document is attached to this Second Amended Complaint as Exhibit B in accordance with Florida Rule of Civil Procedure 1.130.

89. Under the Management Agreement, Emerald View agreed to, among other things, organize and attend meetings of the owners and the Board, including preparation of notices, agendas, and other necessary documents; assist in the administration of the Declaration, Articles of Incorporation, By-Laws, rules, regulations, and policies of the Association; keep all official records of the Association and the Board, including minutes; act as the Association's agent in performing those duties; and discharge its duties in good faith, with ordinary care, and in the manner Emerald View reasonably believed to be in the best interest of the Association.

90. Defendant Emerald View, acting through its employee and agent Miller, and at the direction of Pease, materially breached the Management Agreement by, among other things:

a. preparing, transmitting, or facilitating meeting notices and related documents that misrepresented the validity of the December 3 and December 24, 2021 meetings;

b. revising, maintaining, or facilitating inaccurate meeting minutes and vote-related records that concealed the failed vote and the reopening of balloting;

c. preparing and distributing the November 16, 2021 memorandum and related

owner communications that advocated for the purchase of the Club Property while omitting material facts, including the conflicts of interest of Smith, Pease, and Emerald View, the absence of any independent appraisal or competent valuation, and other information necessary to present the transaction fairly and in accordance with the governing documents; and,

d. implementing or facilitating transaction steps and lender-facing materials that created the false appearance that the required approval had been obtained. These acts were contrary to Emerald View's contractual duties to prepare notices and meeting documents, assist in administration of the governing documents, keep official records including minutes, and act in good faith as the Association's managing agent.

91. As a direct and proximate result of Emerald View's breaches, the Association has suffered damages including, but not limited to, the assumption of a $20 million loan obligation, total repayment obligations exceeding $29 million, overpayment in connection with the Club Property transaction, loss of reserve funds, and other financial injury.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendant Emerald View; award compensatory damages, prejudgment interest, and costs; and grant such other and further relief as the Court deems just and proper.

**COUNT VI**
**Negligence**
**(Against Shewmaker, Miller, Lester, and Emerald View)**

92. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

93. This Count is brought against Defendants Shewmaker, Miller, Lester, and Emerald View. Defendant Emerald View is vicariously liable for the negligent acts and omissions of its employee and agent, John Miller, committed within the course and scope of his employment.

94. At all times material, Defendants owed a duty to the Association to exercise reasonable care and skill in the performance of their duties as officers, directors, and managing

agents. This duty included (1) accurately counting, recording, and reporting member votes; (2) maintaining complete and accurate meeting minutes and records of Association actions; and (3) conducting appropriate due diligence, including obtaining an independent appraisal or valuation before committing the Association to a multi-million-dollar property purchase.

95. Defendants breached these duties by, among other things:

a. Failing to properly call and conduct meetings of the Association;

b. Failing to accurately tally and verify member votes on the Club Property purchase;

c. Failing to preserve or reconcile missing ballots and to maintain accurate voting records;

d. Approving meeting minutes that omitted or misstated vote totals and Board actions;

e. Failing to advise the Association to obtain an independent appraisal or professional valuation before purchasing the Club Property; and

f. Proceeding with a $20 million loan and closing without ensuring that the transaction was properly authorized and financially reasonable.

96. Each of these acts and omissions constitutes a breach of the duty of ordinary care owed to the Association. Defendants failed to act as reasonably prudent persons would have acted under similar circumstances, and their failures were the direct and proximate cause of foreseeable harm to the Association.

97. As a direct and proximate result of Defendants' negligence, the Association has suffered damages including, but not limited to, assumption of a $20 million loan obligation with total repayment exceeding $29 million, overpayment for the Club Property, loss of reserve funds and operating capital, excessive debt, and other financial injury and consequential losses.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Shewmaker, Miller, Lester, and Emerald View, jointly and severally;

award compensatory damages, prejudgment interest, and costs; and grant such other and further relief as the Court deems just and proper.

**COUNT VII**
**Civil Conspiracy**
**(Against Shewmaker, Miller, Smith, Pease, Lester, and Emerald View)**

98. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

99. This Count is brought against Defendants Shewmaker, Miller, Smith, Lester, Pease and Emerald View. Emerald View is vicariously liable for the negligent and tortious acts of its employee and agent, Miller, committed within the course and scope of his employment.

100. Under Florida law, a civil-conspiracy claim requires (1) an agreement between two or more persons, (2) to accomplish an unlawful act or a lawful act by unlawful means, (3) an overt act in furtherance of the agreement, and (4) resulting damages to the plaintiff. *Raimi v. Furlong*, 702 So. 2d 1273, 1284 (Fla. 3d DCA 1997). Each of these elements is satisfied here.

101. Defendants knowingly and willfully combined, conspired, and agreed to commit fraud, fraudulent suppression, and fraudulent concealment in order to induce the Association and City National Bank to proceed with an unauthorized, inflated, and self-interested purchase of the Club Property.

102. The object and purpose of the conspiracy was to:

a. Misrepresent the validity of the member vote authorizing the $15 million purchase of the Club Property;

b. Conceal discrepancies and irregularities in the meeting called to consider authorizing the $15 million purchase of the Club Property;

c. Conceal discrepancies and irregularities in the voting process, including manufacturing fraudulent votes;

d. Mislead City National Bank into believing the transaction was duly

approved; and

e. Cause the Association to assume a $20 million loan obligation and overpay for the property, thereby unjustly enriching Smith, Pease, and their affiliated entities.

103. After his presidential term ended, Smith ceased acting on behalf of the Association and aligned himself with Emerald View and others to advance the unauthorized sale. Smith used his prior authority and inside knowledge to create the false appearance of legitimacy, imposed an arbitrarily accelerated timeline, and minimized owner scrutiny. His actions were taken in bad faith and for his own personal benefit, making him an independent co-conspirator rather than an agent of the Association.

104. Smith convinced Shewmaker and Miller to use any means necessary to ensure the vote passed and the sale went through. Combining votes from different meetings, manufacturing fraudulent votes, and editing the meeting minutes were all fraudulent acts done in furtherance of the conspiracy.

105. Although a corporation ordinarily cannot conspire with its own officers or employees acting within the scope of their roles, the "personal-stake exception" applies here. Miller, while serving as an employee and agent of Emerald View, acted in bad faith and for motives independent of Emerald View's legitimate interests and the Association's interests. Miller coordinated with outsider Smith and used his position at Emerald View to accelerate approval and closing. His conduct was driven by personal incentives rather than any good-faith belief that the transaction served Emerald View's clients, the Association. By pursuing his own benefit and acting outside proper corporate governance, Miller forfeited the protection of the intra-corporate conspiracy doctrine and became an independent participant in the conspiracy.

106. In furtherance of this agreement, Defendants and their co-conspirators undertook

multiple overt acts, including but not limited to:

a. Defendant Smith initiated and coordinated the proposed sale through entities he controlled, leveraging his prior position and influence to create a false sense of urgency and pressure the new Board to approve the transaction;

b. Defendants Shewmaker, Miller and Emerald View, acting in concert with Smith, prepared and distributed misleading communications to unit owners that promoted the purchase while omitting material facts regarding valuation, voting requirements, and conflicts of interest;

c. Defendants Shewmaker, Miller and Emerald View, acting in concert with Smith and Pease, participated in the improperly called and conducted meetings in an effort to obtain authorization for the $18 million purchase of the Club Property and retail units;

d. Defendants Shewmaker, Miller and Emerald View failed to obtain or advise the Association to obtain an independent appraisal or valuation, concealing the Club Property's true market value and the inflated nature of the sale price;

e. Defendants Shewmaker and Miller altered and approved meeting minutes to omit actual vote totals and to fabricate the appearance of two-thirds approval;

f. Defendants Shewmaker and Miller combined and counted votes from multiple meetings in violation of proper procedures to manufacture apparent authorization;

g. Defendants Shewmaker and Miller fabricated votes and manipulated voting records to reflect approval that did not exist;

h. Defendants Shewmaker, Lester, and Pease participated in the lender-facing closing process by using their identification to establish the account for the $20 million transaction, and Defendants Shewmaker and Lester executed the loan and related banking documents, thereby representing to City National Bank that the Association had valid authority to incur the loan obligation and close the purchase when it did not;

i. Defendants Shewmaker, Miller, Pease, and Emerald View, acting in concert with Smith, concealed from Association members and City National Bank that the November 29 vote had failed, that the December 3 meeting was not properly noticed, that the ballot was later improperly reopened, and that the reported vote total did not reflect the actual number of valid votes cast;

j. Defendant Pease actively participated in directing, approving, supervising, and facilitating the misleading owner communications, the vote-related irregularities, and the lender-facing closing steps. Conducting such activities after she received millions of dollars in commercial property through quit-claim deeds from Smith-controlled entities in 2021, recorded as exempt and without consideration. These transfers occurred while Smith still controlled the Association and to advance Pease's active role in promoting and facilitating the Club Property sale. In 2023, Pease conveyed a 10% ownership interest in a Laketown Wharf retail unit to Shewmaker for no consideration. These transactions were not isolated but instead functioned as payoffs for Pease and Shewmaker's efforts to push through an unauthorized and inflated purchase that benefited them personally at the Association's expense.

107. Each of these acts was undertaken in furtherance of a common design and with full knowledge of its unlawful purpose. Defendants were determined to push the sale through and were willing to do whatever was necessary to achieve that result.

108. As a direct and proximate result of the conspiracy and the overt acts committed in furtherance thereof, the Association has sustained substantial damages, including: (1) assumption of a $20 million loan obligation with total repayment exceeding $29 million, (2) overpayment for the Club Property, (3) loss of reserve funds and operating capital, (4) excessive debt, and (5) other financial and consequential losses.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Smith, Shewmaker, Miller, Emerald View, Pease, and Lester, jointly and severally; award compensatory damages, prejudgment interest, and costs; and grant such other and further relief as the Court deems just and proper.

## COUNT VIII
**Unjust Enrichment**
**(Against Smith)**

109. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

# Exhibit "O"

110. This Count is brought against Defendant Smith, individually and as principal of Bee Street, LLC, Darlington Street, LLC, and related entities for unjust enrichment arising from the Association's purchase of the Club Property and associated retail and commercial interests at an inflated and unauthorized price.

111. At all times material, Smith controlled Bee Street, Darlington Street, and LTW Commercial, LLC ("LTW Commercial"), a Smith-controlled entity holding retail and commercial interests at Laketown Wharf. Bee Street acquired the Club Property, Darlington Street acquired retail and commercial units, and Smith exercised control over those entities in connection with the transaction described in this Complaint.

112. Through the December 2021 transaction, Smith, acting individually and through his controlled entities, sold, transferred, or otherwise caused the Association to acquire the Club Property and associated retail and commercial interests for approximately $18 million, despite knowing that the transaction had not been properly authorized by the required vote of the Association members.

113. The Association directly conferred a benefit upon Smith and his entities through the use of Association funds and loan proceeds to complete the transaction, including payment of the purchase price and the discharge of encumbrances and other financial obligations associated with the transferred property interests.

114. Smith knowingly accepted and retained those benefits, including sale proceeds and other transaction-related financial benefits, under circumstances in which the transaction had not been validly approved and the purchase price substantially exceeded the fair market value of the property.

115. Upon information and belief, LTW Commercial, as a Smith-controlled entity

involved in the retail and commercial side of the transaction, also received or retained transaction-related financial benefits flowing from the Association's closing.

116. It would be inequitable for Smith to retain those benefits without restitution because the benefits were obtained through a transaction induced by false representations, irregular voting procedures, and the absence of valid approval required under the governing documents.

117. As a direct and proximate result of the foregoing actions and activities, Smith was unjustly enriched, and the Association has suffered substantial financial harm, including the loss of funds, assumption of excessive debt, overpayment for the Club Property and related interests, and depletion of reserves.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendant Smith, order disgorgement and restitution of all funds or other benefits wrongfully received by Smith from the transaction; impose a constructive trust or equitable lien on such proceeds to prevent further unjust enrichment; award prejudgment interest and costs; and grant such other and further equitable relief as the Court deems just and proper.

**COUNT IX**
**Money Had and Received**
**(Against Smith)**

118. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

119. This Count is brought against Defendant Smith.

120. In connection with the sale of the Club Property and retail units, Smith received money paid by mistake or upon consideration which has failed, and/or money obtained through imposition.

121. Smith took advantage of his position to exact a greater price for the Club Property

and retail units than what was reasonable.

122. Equity and good conscience require Smith to refund the money paid for the Club Property and retail units.

WHEREFORE, Plaintiff respectfully requests that this Court: enter judgment in its favor and against Defendant Smith; order disgorgement and restitution of all funds or other benefits wrongfully received by Smith from the sale of the Club Property; impose a constructive trust or equitable lien on such proceeds to prevent further unjust enrichment; award prejudgment interest, costs, and such other and further equitable relief as the Court deems just and proper.

**COUNT X**
**Deceptive and Unfair Trade Practices**
**(Against Emerald View and Miller)**

123. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

124. This Count is brought against Defendants Emerald View and Miller for violations of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.201 *et seq.*

125. FDUTPA declares unlawful any "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1).

126. At all times material, Emerald View, through its employee and agent Miller, was engaged in "trade or commerce" within the meaning of § 501.203(8), by providing property-management and association-administration services to the Plaintiff and its unit owners for compensation.

127. In connection with those services, Defendants engaged in unfair and deceptive acts and practices, including but not limited to:

a. Preparing and distributing misleading written communications to unit owners promoting the $15 million Club Property purchase while omitting material facts concerning valuation, conflicts of interest, and voting requirements;

b. Representing that the transaction had been properly authorized by a two-thirds vote of all unit owners when it had not;

c. Failing to disclose that the sale was orchestrated by affiliated entities that stood to benefit financially;

d. Concealing discrepancies and irregularities in the voting process, including manufacturing fraudulent votes; and

e. Pressuring owners to support the transaction through one-sided materials that misrepresented the financial impact of the purchase and concealed the absence of an independent appraisal.

128. These acts and omissions were likely to mislead reasonable consumers, which here were the unit owners and the Association. Emerald View's misrepresentations materially affected the Association's decision to approve and close the transaction.

129. As a direct and proximate result of Defendants' unfair and deceptive acts, the Association and its members sustained actual damages, including overpayment for the Club Property, assumption of excessive debt, loss of reserves, and related financial harm.

130. Pursuant to § 501.211(2), the Association is entitled to recover its actual damages, reasonable attorney's fees, and costs.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Emerald View and Miller, jointly and severally; award compensatory damages, attorney's fees, and costs under Fla. Stat. § 501.2105; and award such other and further relief as the Court deems just and proper.

## COUNT XI
**Constructive Fraud**
**(Against Pease and Emerald View)**

# Exhibit "O"

131. This Count is pleaded in the alternative to Count I. To the extent the evidence establishes that Pease acted under a confidential relationship with the Association rather than with the specific intent to defraud required for Count I, Plaintiff asserts constructive fraud as an independent basis for relief.

132. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

133. This Count is brought against Defendants Pease and Emerald View for constructive fraud. Defendant Emerald View is vicariously liable for the acts and omissions of its owner and principal, Pease, committed in connection with Emerald View's management of the Association.

134. At all times material, Pease and Emerald View, as the Association's property manager and management company, occupied a position of trust and confidence with respect to the Association and its members. That relationship imposed on Pease and Emerald View fiduciary obligations of loyalty, full disclosure, and undivided fidelity to the Association's interests, including the affirmative duty to disclose any personal financial interest in matters affecting the Association.

135. Approximately seven months before the Club Property closing, Darlington Street, LLC, an entity controlled by Smith, executed and recorded multiple deeds conveying the following units to entities for which Pease is the sole member or Emerald View. None of these deeds bore documentary stamps. Under Florida law, the absence of documentary stamps on a deed establishes that no monetary consideration was paid. Pease and Emerald View thus received, through entities she wholly controls, property now worth millions of dollars from Smith's and his entities without paying any consideration, in the months immediately preceding the transaction Pease and Emerald View were responsible for facilitating on behalf of the Association.

136. Having received this substantial financial benefit, Pease and Emerald View then used their positions of trust and authority over the Association and its members to actively promote and facilitate the Association's purchase of the Club Property and retail units at grossly inflated prices.

137. Pease at no point disclosed to the Association, its Board, or its members that she and her entities had received such benefits from Smith before the Club Property transaction was publicly announced. This concealment was deliberate and material.

138. The Association and its members, had they known of the financial relationship between Pease and Smith, would not have relied on Emerald View's or Pease's recommendations, would not have permitted Pease and Miller to supervise the voting process, and would not have allowed Pease to participate in the closing of those transactions.

139. Pease's conduct constitutes constructive fraud given that she occupied a position of trust and confidence with the Association, she received a financial benefit from a party whose interests were directly adverse to the Association's, she concealed that benefit throughout the transaction, and she used her position of trust to promote a transaction that served Smith's financial interests at the Association's expense.

140. As a direct and proximate result of Pease's and Emerald View's constructive fraud, the Association suffered substantial damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants Pease and Emerald View, jointly and severally, award compensatory damages, prejudgment interest, and costs, impose a constructive trust on the real property conveyed to Pease, her entities, and Emerald View, by Darlington Street, LLC and on any other proceeds or property Pease, her entities, and Emerald View received in connection with the

transactions described herein, and grant such other and further equitable relief as the Court deems just and proper.

**COUNT XII**
**Aiding and Abetting Breach of Fiduciary Duty**
**(Against Smith)**

141. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

142. This Count is brought against Defendant Smith for aiding and abetting the breaches of fiduciary duty committed by Shewmaker and Lester.

143. Shewmaker and Lester, as officers and directors of the Association, owed fiduciary duties to the Association and its members.

144. Shewmaker and Lester, as set forth in Count II, breached those duties by causing the November 29 meeting to be improperly continued, permitting and participating in the alteration of meeting minutes, causing or permitting fabricated and invalid votes to be counted and reported, and executing loan and closing documents in the absence of lawful authority.

145. Smith had actual knowledge of those breaches and provided substantial assistance to the fiduciary breaches of Shewmaker and Lester through the following affirmative acts:

a. Smith strategically resigned as board president to create the false appearance of arm's-length dealing while retaining effective control over the transaction through his coordination with Shewmaker and Pease, and while continuing to control Bee Street, LLC and Darlington Street, LLC, the entities on the selling side of the transaction.

b. Smith recruited Shewmaker to serve as board president specifically to advance the Club Property sale, and directed and encouraged Shewmaker to use any means necessary to secure passage of the resolution authorizing the purchase.

c. Smith maintained either direct communications with Shewmaker and Lester, or indirect communications with Shewmaker and Lester via Pease, during the voting process and closing, directing the false narrative that the required two-thirds approval had been obtained when it had not.

146. Each of Smith's affirmative acts was directed at enabling, accelerating, or concealing the fiduciary breaches committed by Shewmaker and Lester and each caused or contributed to the Association's damages.

147. As a direct and proximate result of Smith's substantial assistance to the fiduciary breaches of the primary wrongdoers, the Association suffered substantial damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendant Smith, award compensatory damages, prejudgment interest, and costs, impose a constructive trust over any property or funds wrongfully obtained by Defendant in connection with the transactions described herein, and grant such other and further relief as the Court deems just and proper.

## COUNT XIII
**Aiding and Abetting Breach of Fiduciary Duty**
**(Against Pease)**

148. This Count is separate and distinct from Count III, which pleads Pease's direct breach of her own fiduciary duties as property manager. This Count alleges that Pease, acting as an outside facilitator, knowingly provided substantial assistance to Defendants Shewmaker and Lester in breaching their independent fiduciary duties as directors of the Association. Pease's liability under this Count flows from her role in enabling the directors' breach, not from her separate status as a fiduciary. A defendant may be liable for aiding and abetting a breach of fiduciary duty regardless of whether she owes an independent fiduciary duty to the plaintiff.

149. Plaintiff realleges and incorporates by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein.

150. This Count is brought against Defendant Pease for aiding and abetting the breaches of fiduciary duty committed by Shewmaker and Lester.

151. Shewmaker and Lester, as officers and directors of the Association, owed fiduciary duties to the Association and its members.

152. Shewmaker and Lester, as set forth in Count II, breached those duties by causing the November 29 meeting to be improperly continued, permitting and participating in the alteration of meeting minutes, causing or permitting fabricated and invalid votes to be counted and reported, and executing loan and closing documents in the absence of lawful authority.

153. Pease had actual knowledge of those breaches and provided substantial assistance to the fiduciary breaches of Shewmaker and Lester through the following affirmative acts:

a. Pease directed Miller and Emerald View to prepare and distribute the November 16, 2021 memorandum to Association members, which presented the Club Property purchase in a one-sided and misleading manner, omitted material conflicts of interest, and created the conditions under which the irregular vote process that followed was carried out under the appearance of Emerald View's management authority.

b. Pease supervised and directed the vote-collection and tabulation process across the November 29, December 3, and December 24, 2021 meetings, overseeing the tallying and reporting of votes while knowing that the required two-thirds threshold had not been met at any of those meetings.

c. Pease authorized or directed the alteration of the December 3, 2021 meeting minutes to conceal the failed vote and the unauthorized reopening of the ballot on December 24, 2021, thereby enabling Shewmaker and Lester to represent to members and to City National Bank that the vote process had been properly conducted.

d. Pease participated in the lender-facing closing steps, including establishing the account for the $20 million transaction, knowing that Shewmaker and Lester were executing closing documents without lawful authority.

e. Each of Pease's affirmative acts was directed at enabling, accelerating, or concealing the fiduciary breaches committed by Shewmaker and Lester, and each caused or contributed to the Association's damages.

154. As a direct and proximate result of Pease's substantial assistance to the fiduciary breaches of the primary wrongdoers, the Association suffered substantial damages.

# Exhibit "O"

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendant Pease, award compensatory damages, prejudgment interest, and costs, impose a constructive trust over any property or funds wrongfully obtained by Defendant in connection with the transactions described herein, and grant such other and further relief as the Court deems just and proper.

Plaintiff reserves the right to amend its Complaint to seek punitive damages for all applicable claims in accordance with Fla. Stat. § 768.72 and as allowed for by the Court.

**PLAINTIFF DEMANDS TRIAL BY JURY**

Respectfully submitted on this the 10th day of September, 2026.


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# Exhibit "O"

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# Exhibit "O"

**CERTIFICATE OF SERVICE**

I certify that on this 10th day of September, 2026, this document has been filed electronically with the clerk of the Court using the Florida e-filing portal system which simultaneously copies the following:

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