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By: *J. Caughtry*, D.C. Time: 10:31:57

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**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GRAND HAVEN MASTER ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND HAVEN MASTER ASSOCIATION is made this 21st day of February, 2001, by **Grand Haven Developers, LLC**, a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, GRAND HAVEN/PALM COAST, INC., a Florida corporation, ("GH/PC") has previously executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated May 31, 1996 and recorded in Official Records Book 557, Page 1768, Public Records of Flagler County, Florida, as amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated July 8, 1996 and recorded in Official Records Book 560, Page 869, and that Supplemental Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated July 8, 1996 and recorded in Official Records Book 560, Page 874, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated August 29, 1996 and recorded in Official Records Book 564, Page 83, as further amended by that certain Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated September 3, 1996 and recorded in Official Records Book 564, Page 1646, as further amended by that certain Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated October 16, 1996 and recorded in Official Records Book 567, Page 1987, as further amended by that certain Fourth Amendment to Amended and Restated Declaration dated May 9, 1997 and recorded in Official Records Book 582, Page 1631, and that Supplemental Declaration dated February 20, 1998 and recorded in Official Records Book 606, Page 778, and that Supplemental Declaration dated May 11, 1999 and recorded in Official Records Book 653, Page 1168, all of the Public Records of Flagler County, Florida (collectively, the "Existing Declaration"); and

WHEREAS, pursuant to that certain Assignment and Assumption of Declarant's Rights and Obligations dated May 5, 2000 and recorded in Official Records Book 693, Page 932, Public Records of Flagler County, Florida, GH/PC assigned to the Declarant all of its rights, privileges, powers, authorities, liabilities and obligations as the Declarant or the developer granted or

reserved in, to and under the Existing Declaration, and the Declarant accepted and assumed such rights, privileges, powers, authorities, liabilities and obligations; and

WHEREAS, the lands encumbered by the Existing Declaration are defined therein as the "Property," which presently consists of the lands more particularly described on Exhibit "A" hereto; and

WHEREAS, the Existing Declaration provides for the establishment of the Grand Haven Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), which has certain duties, obligations, rights and privileges with reference to the administration and management of the Property, as more particularly set forth in the Existing Declaration; and

WHEREAS, Declarant desires to amend and restate the entire Existing Declaration to incorporate the provisions of First through the Fourth amendments of the Amended and Restated Declaration dated May 31, 1996, and to provide the Master Association the authority to enforce the provisions of Subordinate Declarations (hereinafter defined) and to exercise architectural review and approval on behalf of Subordinate Associations (hereinafter defined) as to those portions of the Property where the Master Association has been designated to exercise such authority, as hereinafter provided; and

WHEREAS, pursuant to Article VII, Section 8.1 of the Existing Declaration, Declarant has the right to modify, amend and restate the Existing Declaration so long as Declarant retains a Controlling Interest (as defined in the Existing Declaration); and

WHEREAS, Declarant presently has a Controlling Interest (as defined in the Existing Declaration) and therefore has the right, power and authority to modify, amend and restate the Existing Declaration as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that the Existing Declaration is hereby amended, restated and superseded by this Declaration and the covenants, restrictions and easements set forth herein shall be covenants running with the land and that the Property, and any additional property as may be added by supplemental declaration or amendment hereto, is herewith and shall be subject and subordinate to the terms, provisions and conditions hereof, which Developer is imposing for the benefit of all Owners of the Property or portions thereof for the purpose and with the intent of preserving the value and maintaining the desirability of the Property.

ARTICLE I

DEFINITIONS

1.1 Definitions. When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have all the following meanings, and all definitions shall be applicable to the singular and plural forms of any such term(s):

1.1.1 "Adjoining Land(s)" shall mean and refer to real property contiguous with the Property, or otherwise subject to the Development Order (hereinafter defined), as amended, whether or not owned by Declarant, which may be made subject hereto as provided in Article II hereof.

1.1.2 "Advisory Committee" shall mean the committee of Members described in Sub-Section 5.2.4 hereof.

1.1.3 "Architectural Design Committee" shall mean and refer to the board established herein to approve exterior and structural improvements, additions and changes within the Development and to develop and administer architectural design standards for the various Villages within the Development.

1.1.4 "Area of Common Responsibility" shall mean and refer to maintenance, repair and management of the Common Areas, and the street shoulders, walkways, sidewalks, street lighting, and signage along all rights-of-way now or hereafter located on the Property, whether said rights-of-way are privately owned, dedicated to the public, or conveyed to the State of Florida or any municipality or governmental body thereof. Furthermore, "Area of Common Responsibility" shall mean and refer to the maintenance, repair and management of the Surface Water Management System and all lakes, lagoons, wetlands and drainage ways now or hereafter located on the Property, or any portion thereof.

1.1.5 "Articles" shall mean the Articles of Incorporation of the Master Association, as amended and supplemented from time to time.

1.1.6 "Assessment" shall mean and refer to the Common Expenses or other charges from time to time assessed against a Unit by the Master Association in the manner herein provided, and shall include both regular and special assessments. Assessment shall also include Subordinate Association assessments as herein provided.

1.1.7 "Board of Directors" shall mean and refer to the Board of Directors of the Master Association.

1.1.8 "By-Laws" shall mean and refer to the By-Laws duly adopted by Grand Haven Master Association which govern the administration and operation of the Master Association, as may be amended from time to time.

1.1.9 "CDD" shall mean and refer to the Grand Haven Community Development District established by that Ordinance No. 97-03 of the Board of County Commissioners of Flagler County, Florida establishing a Community Development District known as The Grand Haven Community Development District filed April 2, 1997 in Official Records Book 579, page 253, and Notice of Establishment of The Grand Haven Community Development District filed September 30, 1999 in the Official Records Book 669, page 1656, all of the Public Records of Flagler County, Florida.

1.1.10 "Common Areas" shall mean all those areas of the Property designated by Declarant as a Common Area or which are designated as Common Areas pursuant to a Subordinate Declaration and which are or may be conveyed to the Master Association or to a Community Development District formed pursuant to Chapter 190, Florida Statutes (the "CDD") of which the Property is a part. The Common Areas may include, without limitation, entry features located at any or all of the access points to the Property from Colbert Lane, as well as the Recreational Amenities as are, from time to time, located within and form a part of the Common Areas and are specifically designated by the Declarant as being Recreational Amenities within the Property, including, without limitation, such amenities as clubhouses, swimming pools, docks, parks, gazebos, leisure trails, bike paths and gardens, and such other facilities and services as may be designated by the Declarant from time to time. Additionally, "Common Areas" shall mean and refer to all or any portion of the Colbert Lane right-of-way which the Master Association may use and maintain pursuant to any and all agreements with Flagler County, Florida. Furthermore, "Common Areas" shall mean and refer to the Surface Water Management System and all lakes, lagoons, wetlands and associated upland buffers and drainageways now or hereafter located on the Property. Notwithstanding anything to the contrary contained herein, the Common Areas shall not include any amenities included within any Golf and Country Club Property. Any lakes, ponds, canals, lagoons, wetlands and drainageways now or hereafter located on the Golf and Country Club Property which are part of the Surface Water Management System may be deemed Common Area by the Declarant and conveyed to a CDD. If such areas of the golf and country club property are not conveyed to a CDD, they shall be deemed an area of Common Responsibility, but shall not be deemed a Common Area.

1.1.11 "Common Expenses" shall mean and refer to all liabilities or expenditures made or incurred by or on behalf of the Master Association, together with all funds necessary for the creation or maintenance of financial, equipment or capital improvement reserves, consistent with the provisions of this Declaration, and including, without limitation, any assessments payable to the PCCSC pursuant to the PCCSC Declaration.

1.1.12 "Controlling Interest" as used herein shall mean and refer to the ownership by Declarant at any time of twenty-five percent (25%) or more of the total number of Residential Units permitted by applicable zoning, from time to time existing, to be developed within the Development.

1.1.13 "Declarant" shall mean and refer to each of Grand Haven Developers, LLC, a Delaware limited liability company, or any successor-in-title to the entire interest of Grand Haven Developers, LLC, with respect to the Property or Adjoining Lands at the time of such transfer to said successor-in-title, or any party designated in the Public Records of Flagler County, Florida to succeed to the rights of Declarant hereunder as to the matters set forth in such writing; provided, however, that this definition shall not include the purchaser, owner, or mortgagee of any Unit.

1.1.14 "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven and all supplements or

amendments to it filed for record from time to time in the Public Records of Flagler County, Florida.

1.1.15 "Development" shall mean and refer to the mixed-use residential and commercial community located in Palm Coast, Flagler County, Florida, and commonly known as Grand Haven, which is being developed upon the Property or portions thereof.

1.1.16 "Golf and Country Club Property" shall mean and refer to all portions of the Property now or hereafter designated as golf course parcels on any plat thereof and all other portions of the Property, if any, established for use as a golf course, golf clubhouse, golf practice range, golf course maintenance facility, swimming pool, tennis courts, tennis clubhouse, country club, or other recreational activities customarily associated with a golf and tennis country club operation.

1.1.17 "Development Order" shall mean and refer to the Development Order applicable to the portion of River Club defined in the River Club Development of Regional Impact and adopted pursuant to Section 380.06(20), Florida Statutes, on January 3, 1989 as resolution No. 89-6 of the Board of County Commissioners of Flagler County, Florida, and recorded in Official Records Book 377, page 507 of the Public Records of Flagler County, Florida, as amended by Notice of Adoption of an Amendment to the Development Order recorded in Official Records Book 578, page 320, as amended by Notice of Adoption of an Amendment to the Development Order recorded in Official Records Book 590, page 1375, as same may be further amended and modified from time to time, as amended by Resolution 98-65 recorded in Official Records Book 628, page 1016 of the Public Records of Flagler County, Florida.

1.1.18 "Lot" shall mean and refer to any portion of the Property upon which a Unit intended for use as a single-family detached residence shall be constructed, as such Lot is shown on the site plan therefor.

1.1.19 "Master Association" shall mean and refer to Grand Haven Master Association, a Florida not-for-profit corporation.

1.1.20 "Member" shall mean and refer to all Owners who are Members of the Master Association as provided in Sub-Section 5.2.1 hereof.

1.1.21 "Multi-Family Tract" shall mean and refer to any unimproved parcel of land within the Property, intended for use as a site for multi-family dwellings, including, without limitation, condominiums or apartments.

1.1.22 "Non-residential Unit" shall mean and refer to a portion of the Property, whether improved or unimproved, held under one ownership (which may include, without limitation, ownership by co-tenancy, joint tenancy or tenancy-in-common) which is used or is designated on the site plan thereof approved by Flagler County, Florida, for use for non-residential purposes. The term may include, by way of illustration and not limitation, hotels, retail, office, and other commercial establishments, industrial and institutional complexes,

conference centers, medical centers, visitor attractions, golf courses and other commercial amenities, if any. The term shall not include Common Areas or the common property of any Subordinate Association, nor shall it include property dedicated to the public unless otherwise specified in the deed from the Declarant or the Master Association conveying such property. It is the intent of the Declarant that any portion of the Property intended for Non-residential Unit use shall not be subject to Assessments hereunder until such time as construction for such Non-residential Unit(s) has commenced pursuant to plans approved by Flagler County, Florida.

1.1.23 "Occupant" shall mean and refer to any person including, without limitation, any Owner or guest, invitee, licensee, lessee, tenant, transient paying guest or family member of an Owner, lawfully occupying or otherwise using a Unit within the Development.

1.1.24 "Owner" shall mean and refer to one or more persons, including Declarant, who, individually or collectively, if more than one, owns fee simple title to any Unit in the Development. Owner shall not refer to any mortgagee (unless such mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a Unit under contract (until title is conveyed of record).

1.1.25 "PCCSC" shall mean and refer to the Palm Coast Community Service Corporation, a Florida not-for-profit corporation, its successors and assigns.

1.1.26 "PCCSC Declaration" shall mean and refer to that certain Declaration of Restrictions and Protective Covenants for River Club filed in Official Records Book 539, Page 238 of the Public Records of Flagler County, Florida, and to which the Property is subject.

1.1.27 "Property" shall mean and refer to all the land, and improvements thereon, from time to time submitted to the terms and conditions of this Declaration, including without limitation the lands described in Exhibit "A" and, upon submission to the provisions of this Declaration, the Adjoining Property which may be added pursuant to Section 2.3, or any portion thereof and any other lands from time to time made subject to the Development Order.

1.1.28 "Recreational Amenities" shall include such recreational facilities and improvements as are, from time to time, located within the Development and specifically designated by the Declarant as being recreational amenities including, without limitation, such amenities as clubhouses, swimming pools, docks, parks, gazebos, leisure trails, bike paths and gardens, and such other facilities and services as may be designated by the Declarant from time to time. The Recreational Amenities shall not include any amenities included within the Golf and Country Club Property.

1.1.29 "Residential Unit" shall mean and refer to a portion of the Property, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Residential Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration and not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes and single-family detached houses on separately platted lots, as well as vacant

land intended for development as such; but shall not include Common Areas, common property of any Subordinate Association, or property dedicated to the public. A "condominium" shall mean such unit as shall be created under Chapter 718, Florida Statutes. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Residential Unit. In the case of a Village on which improvements are to be constructed, the Village shall be deemed to contain the number of Units designated for residential use for such Village on the site plan thereof approved by Flagler County, Florida, until such time as a survey plan or plat creating a subdivision or condominium building or other structure containing multiple dwellings is filed of record or a certificate of occupancy issued, whichever occur first. Thereafter, the portion encompassed by such survey plan or contained in the building for which a certificate of occupancy has been issued shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph. It is the intent of the Declarant that any portion of the Property intended for Residential Unit use shall not be subject to Assessments hereunder until such time as a survey plan or plat creating a subdivision or condominium regime for such Residential Unit(s) is approved by Flagler County, Florida.

1.1.30 "Subordinate Association" shall mean an incorporated or unincorporated association of Owners within one or more Villages created by or incorporated in a Subordinate Declaration to provide for the orderly control, administration, and management of those Villages. Owners within a Village in which a Subordinate Association has been merged into the Master Association or in which the Subordinate Declaration identifies the Master Association as the association of Owners within the Village, shall nonetheless be deemed to be an unincorporated Subordinate Association.

1.1.31 "Subordinate Declaration" shall mean and refer to the instrument or document, and any amendments thereto, which is filed of record with respect to the Village or Villages within the Property and which may impose covenants, conditions, easements, and restrictions with respect to lots, dwellings, or commercial sites or structures within such Village or Villages.

1.1.32 "Surface Water Management System" shall mean and refer to all land, easements and other facilities and appurtenances which together constitute and comprise the master surface water management and drainage system with respect to the Property as reflected on the plans therefor approved by Flagler County, Florida, and the St John's River Water Management District (hereinafter the "SJRWMD") pursuant to Permit No. 4-035-0018AE (as same may be modified and amended).

1.1.33 "Unit" shall mean and refer to a residential unit and a non-residential unit. A Unit shall be created upon the approval of the subdivision plat or site plan therefor by the governmental authority having jurisdiction thereof, and whether or not the improvements to be constructed thereon are complete to permit habitation thereof.

1.1.34 "Village" shall mean and refer to each subdivision parcel of the Property and the Adjoining Property subjected to this Declaration, as further divided into smaller land components such as lots, multi-family tracts, or commercial sites. The whole or any portion of

any Village subjected to this Declaration shall not be deemed to be a "Village" until such time as a subdivision plat or site plan for the Units to be situated thereon has been approved by the governmental authority with jurisdiction thereof, and such plat or site plan provides for vehicular access to and from Waterside Parkway, directly or through one or more other Villages.

1.1.35 "Waterside Parkway" shall mean and refer to the right-of-way bearing said name as depicted on the plat of a portion of the Property as recorded in Plat Book 30, Pages 64-72 of the Public Records of Flagler County, Florida, as said plat may be amended or revised, and as said right-of-way may be extended from time to time by additional plats of portions of the Property or Adjoining Lands.

1.1.36 "Wetland Tract" shall mean and refer to any piece, parcel or tract of land within a Village and being or containing wetlands and associated upland buffers serving the drainage needs within the Village or the drainage needs of any adjacent Parcels in conjunction with the Surface Water Management System, as well as any tract designated as wetlands on any plat of any portion of the Property.

ARTICLE II

PLAN OF DEVELOPMENT

2.1 Non-Severability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Unit as more specifically set forth below, and may not be severed or alienated from such ownership.

2.2 General Plan of Development. Declarant shall develop and construct Waterside Parkway as shown and noted on the plat and the initial installation of sidewalks, lighting and landscaping along the unpaved portions thereof, as well as the entry landscaping and signage upon the Common Area at the intersection of Waterside Parkway and Colbert Lane. Declarant shall develop such additional common properties and facilities and rights-of-way within the Property as Declarant may deem necessary or desirable from time to time. The Board shall adopt architectural and landscape standards to be employed in the development, construction, landscaping and signage installation upon any entry way into any Village off Waterside Parkway or any other access road developed in the future. No such development, construction, landscaping or signage installation upon an entry way into a Village shall be undertaken except in accordance with the architectural and landscape standards adopted by the Board therefor, and upon the Board's prior written approval in accordance with its plan submission and review procedures. The Declarant shall also develop, construct and install the drainage ways, easements, lakes, lagoons and wetlands serving the drainage needs within the Property, as well as the drainage needs of any Adjoining Land(s) served thereby in accordance with governmentally approved drainage plans. However, no such development, construction or installation shall be undertaken upon or in properties designated as Wetland Tracts unless the requisite reviews, approvals and/or permits from the appropriate governmental authorities have been obtained. Additionally, all such drainageways, easements, lakes, lagoons and wetlands with respect to which, or which is the subject matter of, a permit issued by any Enforcing Entities (as hereinafter defined) shall be subject to the restrictive covenants set forth in Article III below. Declarant may

designate in a Supplemental Declaration the Common Areas and the Areas of Common Responsibility for which the Master Association shall be responsible if Declarant has not otherwise transferred such areas by conveyance or dedication. Declarant may convey Common Areas within any Village developed by it to the Master Association any time and from time to time without notice to or approval by the Master Association provided that the conveyance shall be free and clear of all liens. Declarant shall convey all Common Areas within a Village developed by it to the Master Association no later than ninety (90) days after the date of closing the sale of the last Unit in the developed Village; provided, however, Declarant shall convey all Common Areas within its Village sooner than aforesaid if and within the time required by a VA, FHA or other similar governmental approval. The Master Association shall be fully responsible and liable for the operation, maintenance and repair of all Common Areas and Areas of Common Responsibility immediately upon completion of improvements thereto, and whether or not same is conveyed to or accepted by the Master Association; provided, however, that the Master Association may contract with the CDD or any third-party person or entity to perform any part of the Master Association's obligations for maintenance or repair hereunder. Notwithstanding the foregoing, the Owner of any Golf and Country Club Property shall be responsible for operation, maintenance and repair of all such property, including any portions of the Area of Common Responsibility located on or within the Golf and Country Club Property; provided, however, that if said Owner shall fail to adequately maintain same in compliance with all applicable laws, permits, regulations and rules, the Master Association upon written notice to said Owner, shall have the right to enter the Golf and Country Club Property and perform necessary maintenance or repair of said Areas of Common Responsibility. As the Property is developed, Declarant shall provide means of ingress and egress from all Villages for all Owners and Occupants, and if necessary, convey to each Subordinate Association by temporary easement such right of ingress and egress. Property interests transferred to the Master Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any fee simple interest in property transferred to the Master Association by Declarant shall be transferred to the Master Association by quit claim deed, subject to the terms of this Declaration, and any and all easements, right-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance including, but not limited to any access easement reserved by the Declarant or the right to connect any of the streets within the Property. The property or interest in the property transferred to the Master Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Master Association with respect to the maintenance of such property. All costs and expenses of any conveyance of any property Declarant to the Master Association shall be paid for by the Master Association.

THE MASTER ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN

RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE MASTER ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

Upon completion by the Declarant of any building, right-of-way, sidewalk, drainage facility, swale, signage, or any other type of improvement on any Common Area, or installation of equipment costing in excess of \$10,000.00, the Declarant, in its sole discretion, may select experts to inspect such improvements to determine whether the same have been constructed in substantial compliance with the plans and specifications, as modified by any change orders, and to inspect for construction defects and for governmental code violations and operating condition. The Declarant shall pay the cost of the required inspections. All Owners, by accepting a deed to a Lot, acknowledge and agree to the inspectors selected by the Declarant, whether prior to or after the date Declarant loses Controlling Interest and agree to abide by said inspectors' determination. The Declarant will make all necessary repairs to such improvements indicated by the inspection reports at its sole cost and expense. The Declarant will have no obligation to make any additional repairs to such improvements other than the repairs indicated as necessary by the inspection reports. The Master Association and all Owners, by the acceptance of title to any property or the deed to any Lot release Declarant from any further obligations with respect to repairs to Common Area improvements.

2.3 Additions of Adjoining Land to Property. Any owner or owners of Adjoining Land (other than Declarant) may apply to the Declarant (or to the Board of Directors of the Master Association following Declarant's loss of Controlling Interest) to have said Adjoining Land made subject hereto, or Declarant may purchase Adjoining Lands and subject said purchased Adjoining Land to this Declaration. The owner or owners of such Adjoining Land and the Declarant shall execute a Supplemental Declaration subjecting said Adjoining Land to the terms and conditions hereof and to such other terms and conditions as shall be required by Declarant in the exercise of its or their sole discretion as a condition of such approval.

2.4 Interest Subject to Plan of Development Every owner and mortgagee shall take title, or hold such security interest with respect thereto, subject to the terms, conditions, covenants and restrictions set forth in this Declaration, and to the rights of Declarant hereunder.

2.5 Community Development District. Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves for itself, the Master Association and their respective successors and assigns the right to dedicate, transfer, sell or otherwise convey portions of the Property including, without limitations, the Common Areas and recreation facilities, to the CDD for purposes of having the CDD construct, operate, maintain and repair any and all public improvements which the CDD may legally own and operate pursuant to the Provisions of

Chapter 190, Florida Statutes. Such public improvements may include, without limitation, roads, sewer and water facilities, landscaping, entry features, swimming pools, docks, parks, gazebos, leisure trails, bike paths and other recreational facilities. The Master Association may also contract with the CDD for the CDD to perform any maintenance or repairs of Common Areas and Areas of Common Responsibility. In the event the CDD is formed, each Owner shall execute all approvals and consents necessary to make all properties within the Development subject to the CDD and the laws, regulations and rules relating to the CDD. By acceptance of its deed of conveyance, each Owner appoints Declarant as attorney-in-fact for the Owner to execute any and all such approvals, consents and other instruments necessary to fully implement the CDD and make said Owner's property subject to the CDD and the laws, regulations and rules relating to the CDD. The foregoing appointment is a power coupled with an interest and shall be irrevocable. Upon formation of the CDD, each Owner shall be solely responsible for all service charges, fees and assessments levied by the CDD with respect to the property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the property of said Owner. Upon establishment of the CDD, all of the duties, responsibilities and obligations of the Master Association under this Declaration relating to the improvements and functions undertaken by the CDD shall terminate and such duties, responsibilities and obligations shall thereafter be undertaken and performed by the CDD.

2.6 Exculpation From Liability and Responsibility. IT IS CONTEMPLATED THAT TITLE TO OR EASEMENTS FOR THE COMMON STREETS AND SURFACE WATER MANAGEMENT SYSTEM FOR THE DEVELOPMENT HAVE HERETOFORE BEEN OR SHALL HEREAFTER BE GRANTED AND CONVEYED BY THE DECLARANT TO THE MASTER ASSOCIATION OR THE CDD. FOLLOWING SUCH CONVEYANCE THE MASTER ASSOCIATION OR CDD, AS APPLICABLE, SHALL, SUBJECT TO THE TERMS AND PROVISIONS OF THIS DECLARATION, HAVE SOLE AND EXCLUSIVE JURISDICTION OVER AND RESPONSIBILITY FOR THE OWNERSHIP, ADMINISTRATION, MANAGEMENT, REGULATION, CARE, MAINTENANCE, REPAIR, RESTORATION, REPLACEMENT, IMPROVEMENT, PRESERVATION AND PROTECTION OF THE COMMON STREETS AND SURFACE WATER MANAGEMENT SYSTEM WITHIN THE DEVELOPMENT. ACCORDINGLY, EACH OWNER, BY THE ACCEPTANCE OF A DEED OR OTHER CONVEYANCE TO HIS LOT SHALL BE DEEMED TO HAVE AGREED THAT NEITHER THE DECLARANT, FLAGLER COUNTY NOR ANY OTHER GOVERNMENTAL AGENCY OTHER THAN THE CDD, IF APPLICABLE, SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER (WHETHER FINANCIAL OR OTHERWISE) WITH RESPECT TO THE COMMON STREETS AND THE SURFACE WATER MANAGEMENT SYSTEM FOR THE DEVELOPMENT AND EACH SUCH OWNER SHALL BE DEEMED TO HAVE FURTHER AGREED TO LOOK SOLELY AND EXCLUSIVELY TO THE MASTER ASSOCIATION OR THE CDD, AS APPLICABLE, WITH RESPECT TO ANY SUCH LIABILITY OR RESPONSIBILITY.

ARTICLE III

WETLANDS' RESTRICTIVE COVENANTS

3.1 Wetland Tracts. Declarant, for itself, its successors and assigns, and for the Master Association, which shall be responsible for maintenance, repair and management of all Wetland Tracts as an Area of Common Responsibility, hereby declares that each Wetland Tract shall be subject to the following covenants and restrictions.

3.1.1 General Intention for Wetland Tracts. It is the general intent of the Declarant to promote, maintain and enhance the conservation of the natural and scenic resources of the Wetland Tracts, to promote the conservation of soils within a Wetland Tract's included upland, the actual waters thereof, and the flora, fauna, wildlife, game and migratory birds, while at the same time enhancing the value of abutting properties adjacent to such land, and to afford and enhance recreational opportunities.

3.1.2 Prohibited Activities Within Wetland Tracts. Any activity on or use of the Wetland Tracts inconsistent with the purpose thereof, without the requisite reviews, approvals and/or permits from the appropriate governmental authorities, is prohibited including, without limitation:

(a) constructing or place buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;

(b) dumping or placing soil or other substance or material as landfill or dumping or placing trash, waste or unsightly or offensive materials on or in the ground;

(c) removing or destroying trees, shrubs or other vegetation;

(d) excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;

(e) any surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;

(f) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(g) any act or use detrimental to such retention of land or water areas;
and

(h) any act or use detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

3.1.3 Reserved Rights for Wildlife Feeding and Preservation. Pursuant to an overall program of wildlife conservation and nature study, the right is expressly reserved to Declarant and the Master Association, subject to securing any required governmental reviews, approvals and permits, to make access trails and paths or boardwalks through Wetland Tracts within the Property for the purpose of permitting observation and study of wildlife, hiking, and riding of non-motorized vehicles, to erect small signs throughout such Wetland Tracts designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the general intention for the Wetland Tracts as set forth in Section 3.1.1 above and community use and enjoyment thereof.

3.1.4 Erosion Prevention Activities Permitted. Subject to securing any required governmental permits, Declarant and the Master Association shall have the right to protect from erosion the Wetland Tracts. The right, subject to permitting as aforesaid, is likewise reserved to Declarant and the Master Association to take necessary steps to provide and ensure adequate drainage ways, canals or lagoons in the Wetland Tracts. Any provision contained herein to the contrary notwithstanding, neither a Declarant nor the Master Association shall be required to engage in any of the aforementioned activities for which permits have been obtained.

3.1.5 No General Easement Intended. The establishment of restrictions herein for Wetland Tracts does in no way grant to the public or to the Owners of any surrounding or adjacent land, the right to enter upon a Wetland Tract, except in accordance with rules and regulations adopted therefor following the exercise by a Declarant or the Master Association of a right under Section 3.1.3 above.

3.1.6 Easement For Enforcement. There is hereby granted to the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, the St. Johns River Water Management District and such other governmental or quasi-governmental agencies having jurisdiction over the Wetlands Tracts (collectively, the "Enforcing Entities") a non-exclusive easement and right to enforce the restrictive covenants and terms of this Article III in an action at law or in equity against any person(s) or other entity/entities violating or attempting to violate the terms hereof; provided, however, that no violation of the covenants and restrictions set forth in this Article III shall result in a forfeiture or reversion of title. In any such permitted enforcement action, the Enforcing Entities shall be entitled to a complete restoration for any violation, as well as any other remedy available under law or equity.

3.1.7 Corrective Action No Trespass. Where the Declarant, the Master Association or any of the Enforcing Entities is permitted by these Covenants to correct, repair, clean, preserve, clear out or to do any action on or within a Wetland Tract, entering such property and taking such action shall not be deemed a breach of these Covenants or a trespass.

3.1.8 No Affirmative Action Required of Declarant or Master Association. It is expressly understood and agreed that the reservation of rights under this Article III does in no way place a burden of affirmative action on either Declarant or Master Association, that neither Declarant nor Master Association is bound to make any of the improvements noted herein, or extend to any Owner any easement or right of use.

PROPERTY RIGHTS

4.1 Easements for Declaration. During the period that Declarant owns any of the Property for sale, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing improvements in and to any Village or portion thereof and for installing, maintaining, repairing and replacing other improvements to the Property as Declarant desires.

4.2 Easements for Master Association. There is hereby reserved a general right and easement for the benefit of the Master Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Master Association and any employees of such manager, to enter upon any Village or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised with respect to any Unit only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner directly affected thereby.

4.3 Changes in Boundaries; Additions to Common Areas. Declarant reserves the right and power to change the boundary lines between any Common Area and other property owned by Declarant or to add portions of the Property to the Common Areas. However, any changes or modifications to the boundary lines of those properties designated as Wetland Tracts shall be subject to the obtainment of any and all required governmental approvals and permits.

4.4 Easements for Utilities. There is hereby reserved for the benefit of Declarant and/or the Master Association as their respective interests may appear, the alienable, transferable and perpetual right and easement, as well as the power and authority to grant and except easements to and from any private or public authority, agency, public service district, public or private utility or other person, upon, over, under and across all or any portion of the Common Areas for constructing, installing, replacing, repairing, operating, maintaining and using master television antennae and/or television cable systems, security and similar systems, and all utility facilities and services, including, but not limited to, Surface Water Management System facilities and electrical, gas, telephone, water and sanitary sewer lines. Such easements may be granted or accepted by Declarant without notice to or consent by the Master Association with respect to the Common Areas, and as permitted by the Subordinate Declarations, with respect to the Villages. The Master Association may grant such easements in the manner set forth in the By-Laws of the Master Association. To the extent possible, all utility lines serving the Development and located therein shall be located underground. By virtue of any such easement, it shall be expressly permissible for the Declarant and/or Master Association, utility company or other supplier or service, with respect to the portions of the Development so encumbered to: (i) erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities; (ii) cut and remove any trees, bushes or shrubbery; (iii) grade, excavate or fill; or (iv) take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. No building, fence or structure shall be erected or paving laid within any utility easement, nor any trees or shrubs planted in such easement, without the written consent of the grantee of such easement or the commission,

municipality, utility or other entity controlling such sewer, water, gas or Surface Water Management facilities, as the case may be.

4.5 Governmental Easements. Police, fire, emergency services, health, water, sewer, utility, CDD and other authorized governmental officials, employees and vehicles shall have the right of unrestricted ingress and egress to and across the Common Areas, and any portion thereof, for the performance of their official duties.

4.6 Membership, Use of Golf and Country Club Property. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN OR WHICH MAY OTHERWISE BE IMPLIED FROM THIS DECLARATION, THE ARTICLES OF INCORPORATION, BY-LAWS OR RULES AND REGULATIONS OF THE MASTER ASSOCIATION, NEITHER MEMBERSHIP IN THE MASTER ASSOCIATION NOR OWNERSHIP OF ANY VILLAGE, RESIDENTIAL UNIT OR NON-RESIDENTIAL UNIT IN THE DEVELOPMENT SHALL GRANT OR CONVEY ANY INTEREST IN OR RIGHT TO USE ANY GOLF AND COUNTRY CLUB PROPERTY OR RELATED AMENITIES AND FACILITIES NOW EXISTING OR HEREAFTER CONSTRUCTED OR OPERATED BY DECLARANT OR ANY OTHER PARTY. MEMBERSHIP OR USE OF ANY SUCH GOLF AND COUNTRY CLUB PROPERTY SHALL BE DETERMINED IN THE SOLE AND ABSOLUTE DISCRETION OF THE OWNER AND/OR OPERATOR OF SUCH GOLF AND COUNTRY CLUB PROPERTY, SUBJECT TO THE TERMS, CONDITIONS AND RULES ENACTED FROM TIME TO TIME BY THE OWNER AND/OR OPERATOR THEREOF, SUBJECT TO ANY FEES AND CHARGES IMPOSED FROM TIME TO TIME BY SUCH OWNER OR OPERATOR, AND SUBJECT TO AVAILABILITY. OWNERSHIP OF ANY VILLAGE, RESIDENTIAL UNIT OR NON-RESIDENTIAL UNIT, OR MEMBERSHIP IN THE MASTER ASSOCIATION DOES NOT CREATE, GRANT OR CONVEY ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE OR TO CONTINUE TO USE ANY SUCH GOLF AND COUNTRY CLUB PROPERTY OR THE FACILITIES AT THIS OR ANY TIME, UNLESS APPROVED BY THE OWNER AND/OR OPERATOR AS SET FORTH ABOVE. THE OWNER AND/OR OPERATOR OF THE GOLF AND COUNTRY CLUB PROPERTY HAS THE EXCLUSIVE RIGHT TO DETERMINE FROM TIME TO TIME, IN ITS SOLE DISCRETION AND WITHOUT NOTICE OR APPROVAL OF ANY CHANGE, HOW AND BY WHOM THESE FACILITIES SHALL BE USED, INCLUDING (WITHOUT LIMITATION) MAKING THESE FACILITIES AVAILABLE FOR USE BY MEMBERS OF THE GENERAL PUBLIC. BY WAY OF EXAMPLE, BUT NOT LIMITATION, THE OWNER AND/OR OPERATOR OF THE GOLF AND COUNTRY CLUB PROPERTY SHALL HAVE THE RIGHT TO APPROVE USERS AND DETERMINE ELIGIBILITY FOR USE, TO RESERVE USE RIGHTS TO TERMINATE ANY OR ALL USE RIGHTS, TO CHANGE, ELIMINATE OR CEASE OPERATION OF ANY OR ALL OF THE FACILITIES, TO TRANSFER ANY OR ALL OF THE GOLF AND COUNTRY CLUB PROPERTY OR THE OPERATION THEREOF TO ANYONE (INCLUDING WITHOUT LIMITATION A MEMBER-OWNED OR EQUITY CLUB) AND ON ANY TERMS, TO LIMIT THE AVAILABILITY OF USE PRIVILEGES, AND TO REQUIRE THE PAYMENT OF A PURCHASE PRICE, MEMBERSHIP CONTRIBUTION, INITIATION FEE, MEMBERSHIP DEPOSIT, DUES, USE CHARGES AND OTHER CHARGES FOR USE PRIVILEGES. EACH OWNER BY ACQUISITION OF TITLE TO A VILLAGE, RESIDENTIAL UNIT OR

NON-RESIDENTIAL UNIT HEREBY RELEASES AND DISCHARGES FOREVER THE DECLARANT, THE OWNER AND OPERATOR OF THE GOLF AND COUNTRY CLUB PROPERTY, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ANY CLAIMS THAT THE MASTER ASSOCIATION IS ENTITLED TO OWN OR OPERATE THE GOLF AND COUNTRY CLUB PROPERTY, OR THAT ANY OWNERS ARE ENTITLED TO USE THE GOLF AND COUNTRY CLUB PROPERTY EXCEPT UPON PAYMENT OF SUCH FEES AND CHARGES AND COMPLIANCE WITH SUCH TERMS AND CONDITIONS AS MAY BE ESTABLISHED BY THE OWNER OF THE GOLF AND COUNTRY CLUB PROPERTY FROM TIME TO TIME.

4.7 Golf and Recreation Easement. There is hereby reserved for the benefit of Declarant and the Owner and/or operator from time to time of the Golf and Country Club Property and their respective employees, agents, licensees, invitees, members and guests a non-exclusive conditional easement for ingress and egress, to, from and over and upon all portions of the Property, including all Residential Units and Common Areas which are located nearby and adjacent to the Golf and Country Club Property that are either unimproved or are part of the lawn area of a Residential Unit (e.g., excluding patios, pools, houses or outbuildings, or other areas that are enclosed or where entry may cause harm to pets, plants or improvements) for the purpose of allowing golf balls to travel over and into and to come to rest upon and be retrieved from such lawn areas located nearby and adjacent to the Golf and Country Club Property. The easement hereby reserved shall be limited to the reasonable entry and retrieval of golf balls by the player who struck the golf ball and members of the player's party during the hours of dawn to dusk. No player shall strike any golf ball that has entered any portion of the Property encumbered by this easement, but may retrieve and remove the golf ball from such Property in a reasonable manner. Reasonable retrieval shall be deemed to exclude loud, vulgar or abusive language or climbing upon or moving any object located in the Property. This easement shall not be deemed to permit any person to search for lost golf balls in the yards of the Owners of the Property except in strict accordance with its terms. Entry into the easement shall be made walking on foot, and no golf cart, golf club, golf bag or other article of golf equipment or apparatus may be brought onto the property burdened by this easement. Inasmuch as it is not uncommon and, indeed, quite usual in the course of the playing of the game of golf for golf balls which are struck during the course of play to be hit beyond and leave the boundaries of the golf course being played and in so doing for such golf balls to travel over and come to rest upon or within properties nearby and adjacent to the golf course, neither the Declarant, nor any other Owner and/or operator from time to time of the Golf and Country Club Property nor their respective officers, directors, shareholders, partners, employees, agents, invitees, members or guests shall have any liability or responsibility whatsoever for any property damage occasioned by or personal injury to any person, whether an Owner or Occupant, or any member of such Owner's or Occupant's family or any employee, guest, licensee or invitee of such Owner or Occupant, who or which is accidentally struck by a golf ball which shall travel beyond the boundaries of the golf course located on the Golf and Country Club Property except as set forth herein. Moreover, the travel, entry within and coming to rest of golf balls over, upon or within any property nearby or adjacent to the Golf and Country Club Property shall not be deemed to be or constitute a nuisance or hazard to the health, safety or welfare of the Owner of any property near or adjacent to the Golf and Country Club Property and no injunctive relief or damages therefor shall be recoverable by any party or granted by any court; it being expressly agreed by

any Owner of property nearby or adjacent to the Golf and Country Club Property that the risk of such personal injury or damage to property has been assumed by such Owner on behalf of said Owner, Tenants of such Owner, the members of their respective families and their respective employees, licensees, guests and other invitees at the time of the acceptance of a deed or other conveyance of said Owner's property. Notwithstanding the foregoing, the easement herein reserved shall be temporarily suspended and shall not be in effect as to any residential lot for the period of time that open and obvious construction activities are being conducted on the Residential Unit upon such lot, including any site work, additions, appurtenances or alterations thereto, and entry into such areas by persons retrieving golf balls shall be deemed a trespass. Nothing contained herein shall be interpreted to grant any person the right to intentionally aim golf shots to leave the boundaries of the Golf and Country Club Property, and any such intentional acts shall not be subject to this easement. Any person who exercises the right herein reserved to leave the Golf and Country Club Property to retrieve a golf ball does so at his or her own risk and no Owner of any property adjacent or nearby the Golf or Country Club Property shall owe any duty to protect or ensure the safety of any user of this easement, and neither the Declarant, nor the Owner or operator of the Golf Course, nor the Master Association, nor the Owner of any Residential Unit shall have any obligation or liability whatsoever for personal injury, property damage or death of any user of this easement, except for intentional acts or gross negligence.

4.8 Golf Cart Path Easements. The Declarant and any developer of lands abutting the Golf and Country Club Property shall establish, for the benefit of the Declarant and the Owner and/or operator from time to time of the Golf and Country Club Property and their respective employees, agents, licensees, invitees, members and guests, exclusive conditional Golf Cart Path Easements over and upon such portions of the Property as may be mutually acceptable to the Declarant and such developer. The Golf Cart Path Easements shall include the right to enter upon such Golf Cart Path Easement areas for the purpose of constructing, installing, inspecting, maintaining, repairing or replacing from time to time a paved golf cart path and for ingress, egress and passage thereover by way of, and for the use and operation thereon of electric or other powered golf carts, lawn maintenance machinery or equipment and vehicles and equipment used for the construction, repair or maintenance of the Golf and Country Club Property and/or the Golf Cart Path Easements. Such easements shall be created in locations that do not unreasonably interfere with the occupancy, use or development of the Property and shall be of a reasonable size and configuration. All such easements shall be improved by the installation of a paved golf cart path not exceeding ten (10) feet in width, and shall be graded and improved in a manner compatible with the drainage system of the portion of the Property adjacent thereto. The Owner and/or operator of the Golf and Country Club Property shall maintain such easements in an attractive and businesslike manner and shall promptly repair all damage to such easements to prevent such easements from becoming unsightly or a nuisance to the Property. The developer of the portion of the Property encumbered by a Golf Cart Path Easement shall have the right, prior to recording a plat of the Property, to relocate such easement, provided that such developer shall bear the entire expense thereof and the Owner of the Golf and Country Club Property agrees to such relocation. Nothing herein shall be construed to prohibit the parties from creating temporary Golf Cart Path Easements upon mutually agreeable terms and conditions. All permanent Golf Cart Path Easements shall be depicted on any plat to be recorded for land encompassing such easements. Once the golf course has been constructed, Declarant may

establish such Golf Cart Path Easements by recording a separate instrument in the Flagler County Public Records or by designating the Golf Cart Path Easements on any future plat or plats of the Property.

4.9 Golf Carts. No golf carts other than those from time to time generally in use in connection with the operations and activities conducted upon the Golf Course and Country Club Property, or operated by Declarant and/or the Master Association, shall be permitted to be used or stored on the Property or used on the Common Area or the Golf and Country Club Property unless first approved and licensed in writing by the Master Association. The Master Association, however, shall not be authorized to approve and license any golf cart for use on any of the Property unless it is (a) in proper mechanical condition and a good state of repair and appearance, (b) of the same type, make, model and color of the golf carts generally used or previously approved by the Owner or operator, from time to time, of the Golf and Country Club Property for use on the golf course situate on the Golf and Country Club Property, and (c) licensed by the Owner and/or operator, from time to time, of the Golf and Country Club Property for use on such golf course. In no event shall the Master Association be permitted to approve and license any golf carts equipped with a radio, television, horn, buzzer or other sound equipment of any type or decorated in any manner not approved by the Owner or operator, from time to time, of the Golf and Country Club Property. The Master Association shall be entitled to establish and charge a uniform reasonable fee for its inspection, approval and licensing of golf carts. Such fee of the Master Association shall be separate and apart from, and in addition to, any title, trail or license fee charged by the Owner or operator, from time to time, of the Golf and Country Club Property in connection with the use of any golf cart on the golf course.

ARTICLE V

THE MASTER ASSOCIATION

5.1 Authority.

5.1.1 General. The Master Association shall be a not-for-profit corporation charged with the duties and vested with the rights set forth in the Articles, the By-Laws and this Declaration. As hereinafter set forth, the Master Association shall also have certain rights and duties with respect to Subordinate Associations and Subordinate Declarations. The provisions of this Article are amplified by the Master Association's Articles and By-Laws. Declarant intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of By-Laws to the contrary.

5.1.2 Purpose. The Master Association shall serve as the association of all Owners in accordance with and subject to the provisions of this Declaration and the Articles and By-Laws. The Master Association shall also serve as the unincorporated Subordinate Association of Owners within Villages where the Subordinate Declaration identifies the Master Association as the association of owners within the Village. The Master Association shall also

serve as the unincorporated Subordinate Association of Owners who were members of an incorporated Subordinate Association that is merged into the Master Association.

5.1.3 Powers. The Master Association shall have all powers of a Florida not-for-profit corporation and, to the extent not in conflict therewith, those powers set forth in this Declaration and the Articles and By-Laws. The Master Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles and the By-Laws, any Supplemental Declaration, and any Subordinate Declaration and the articles of incorporation and by-laws of Subordinate Associations which the Master Association shall be charged with responsibility of administering as hereinafter provided. The Master Association shall have the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Where the Master Association is serving as a Subordinate Association to Owners within certain Villages by reason of being named as the association of such Owners in a Subordinate Declaration, it shall also have all powers and shall perform all duties set forth in the Subordinate Declaration. Where the Master Association is serving as a Subordinate Association to Owners within certain Villages by reason of being the surviving entity of a merger with a previously established Subordinate Association, it shall also have all powers and shall perform all duties set forth in the Subordinate Declaration applicable to that Village and the articles of incorporation and by-laws of the prior Subordinate Association, including without limitation, the right to exercise the architectural control and enforcement provisions of the Subordinate Declaration.

5.1.4 Administration. All matters pertaining exclusively to one (1) or more Subordinate Declarations and Subordinate Associations shall be conducted by the Master Association as separate and distinct functions from its other activities, including by way of example, the keeping of separate books and records, preparing separate budgets, and conducting separate meetings of members of the Subordinate Association when necessary or appropriate.

5.2 Membership, Voting Rights and Governance.

5.2.1 Membership. Every person or entity who is a record Owner of a fee interest in any Unit shall be a Member of the Master Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association.

5.2.2 Voting Rights. Prior to the loss of the Controlling Interest by the Declarant, the Members of the Master Association shall vote through their Subordinate Association to elect two (2) representatives to the Advisory Committee according to the rules of that Subordinate Association and as set forth herein below. Subsequent to the loss of the Controlling Interest by the Declarant, the Members of the Master Association shall vote through their Subordinate Association to elect a representative to the Board of Directors according to the rules of that Subordinate Association and as set forth herein below. The Members, by electing a representative to the Advisory Committee or Board of Directors through their Subordinate

Association, shall be deemed to have delegated to that representative the right to cast all of the Members' votes within that Subordinate Association. Each representative of a Subordinate Association shall have one (1) vote as a member of the Advisory Committee or the Board of Directors of the Master Association.

5.2.3 Governance. The Master Association shall be governed by a Board of Directors appointed or elected as provided in the Articles of Incorporation and further set forth herein. The power and duties of the Board of Directors and the procedure and administration of Master Association matters shall be as set forth in this Declaration and the Articles of Incorporation and the By-Laws of the Master Association. The Board of Directors shall constitute the final administrative authority of the Master Association, and all decisions of the Board of Directors shall be binding upon the Master Association and its Members. All rights, titles, privileges and obligations vested in or imposed upon the Master Association shall be held and performed by the Board of Directors.

5.2.4 Advisory Committee.

(a) A committee of Members, referred to as the "Advisory Committee," is hereby established to advise and consult with the Board of Directors on Master Association matters affecting the Members. The Board of Directors may delegate to the Advisory Committee such matters as the Board deems appropriate. The Advisory Committee shall be composed of two (2) residents of each Village elected by the members of the Subordinate Association of Owners within that Village. Committee members shall serve for one (1) year terms or until their successors are elected. The committee members shall elect among themselves a chairperson and secretary of the committee and such other officers as a majority of the committee members shall deem appropriate. The chairperson may appoint subcommittees as he or she deems appropriate. The conduct of committee business shall be governed by the By-Laws of the Master Association. The committee shall keep and maintain complete minutes and records of its meetings.

(b) Prior to loss of the Controlling Interest by Declarant, the Advisory Committee shall annually elect three (3) of its members to be members of the Board of Directors of the Master Association, provided that there may not be more than one (1) resident of each Village elected to the Board of Directors.

5.3 Board of Directors.

5.3.1 Subsequent to loss of Controlling Interest by Declarant. Following loss of Controlling Interest by the Declarant, the Board of Directors shall consist of one (1) member being elected by the members of each Subordinate Association established by Declarant (or in absence of a member of the Board of Directors elected by a Subordinate Association, the president of that Subordinate Association), including any Subordinate Association established by the owner of any Adjoining Land subjected to this Existing Declaration; provided, however, if the total number of Board members directly representing Subordinate Associations is an even number, then one (1) additional member shall be appointed by the Board of Directors. Members of the Board of Directors need not be Owners of Units.

5.3.2 Prior to loss of Controlling Interest by Declarant. For so long as Declarant owns Controlling Interest, the Board of Directors shall consist of seven (7) or more members who shall be appointed and removed by the Declarant, in Declarant's sole discretion, except for the three (3) members elected by the Advisory Committee as described in Sub-Section 5.1.4.

5.4 By-Laws. Each Owner hereby consents and agrees that he and the Subordinate Association of which he is a member shall be bound by the provisions of the By-Laws of the Master Association, as they may be amended from time to time.

5.5 Rules and Regulations. The Board of Directors shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Common Areas, subject to the terms of this Declaration. Further, the Board of Directors shall have the authority to lease or grant licenses or concessions with respect to portions of the Common Areas; provided that such grants or leases shall not be inconsistent with the provisions of this Declaration.

5.6 Indemnification of the Board. The members of the Board of Directors, the officers of the Master Association as may be elected by the Board, and the managing agent of the Master Association, if any, shall **not** be liable to the Owners or the Subordinate Associations for any mistake in judgment or acts or omissions made in good faith, as directors, officers or managing agent. The Owners shall indemnify and hold harmless those parties against all contractual liabilities to others arising out of agreements made by those parties on behalf of the Owners or the Master Association unless such agreements shall have been made in bad faith or with the intention of violating the provisions of this Declaration. The foregoing indemnity obligation of any Owner shall be limited to Owner's proportionate share thereof as if same were an assessable Common Expense. All contracts and agreements entered into by the Board of Directors, officers or the managing agent shall be deemed executed by those parties, as the case may be, as agent for the Owners or the Master Association.

5.7 Board of Director's Determination Binding. In the event a disagreement arises between Owners, related to the Common Areas or the interpretation and application of this Declaration or the By-Laws of the Master Association, the review and determination thereof by the Board of Directors shall be final and binding upon each and every Owner and each Subordinate Association.

5.8 Management. The Board of Directors may retain a professional management company, professional manager, or full time employee to manage the Common Areas and Areas of Common Responsibility and supervise their maintenance and operation and the operation of the administrative affairs of the Master Association. The Board of Directors may itself subsequently elect to assume those management responsibilities and in accordance with the terms of any management contract terminate the contract of any professional manager. The Board of Directors shall enter into management contracts only if such contracts shall (i) permit the termination thereof for cause by the Master Association upon not more than thirty (30) days prior written notice; and (ii) be for a period of not more than five (5) years. Such contracts may permit renewals thereof for periods not to exceed five (5) years at a time, by mutual consent.

Without limiting the foregoing, the Board of Directors may contract with any third-party person or entity to perform any of the Master Association's maintenance or repair obligations, including maintenance and repair of the Common Areas and Areas of Common Responsibility. The Master Association may obtain and pay for the services of any person or entity to manage any of its affairs or to perform any of its duties or prerogatives, and the Master Association may employ personnel for such purposes.

5.9 Insurance.

5.9.1 Acquisition of Insurance Coverage. The Board of Directors shall obtain insurance coverage for the Common Areas and the property under Areas of Common Responsibility to cover the insurable interest of the Master Association against loss or damage by fire or other casualty, including, without limitation, extended coverage, flood, wind damage, hurricane, vandalism and malicious mischief. The insurance shall be for the full insurable value (based upon current replacement cost) thereof with such deductible levels as are determined by the Board of Directors. The insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Master Association.

5.9.2 Appointment of Trustee for Proceeds. The Board of Directors may, at its discretion, retain any bank or trust company to act as trustee, agent or depository on its behalf for the purpose of receiving or distributing any insurance proceeds. The fee of any trustee shall be a Common Expense.

5.9.3 Reconstruction of the Property. The insurance proceeds shall be applied by the Board of Directors on behalf of the Master Association for the reconstruction or restoration of the damaged property.

5.9.4 Acceptance of Insurance Proceeds. Payment by an insurance company to the Board of Directors of any insurance proceeds coupled with the receipt and release from the Board of Directors of the company's liability under said policy shall constitute a full discharge of said insurance carrier.

5.9.5 Other Insurance. The Board of Directors shall also obtain comprehensive general liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, Subordinate Association and the Master Association, their officers, members of the Board of Directors, and the Declarant, the manager or managing agent, if any, and their respective employees and agents, if any, from liability in connection with the Common Areas and insuring the officers of the Master Association and members of the Board of Directors from liability for good-faith actions. The Board of Directors shall also have the authority and may obtain such other types and amounts of insurance as may be determined by the Board to be necessary or desirable. The premiums for any and all such insurance shall be a Common Expense.

5.9.6 Master Association's Policies. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Master Association. Exclusive authority to adjust losses under policies obtained by the Master Association and hereafter in force shall be vested in the Board of Directors; provided however, that no mortgagee or other security holder of the Common Areas or property under Areas of Common Responsibility having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Master Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of A-M or better in such financial categories established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.

(b) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Master Association and to any mortgagee to which a mortgagee endorsement has been issued.

(c) In no event shall the insurance coverage obtained and maintained by the Master Association's Board of Directors hereunder be brought into contribution with insurance, purchased by individual Owners or their mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their mortgagees.

(d) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Master Association, Subordinate Association, the Master Association's and Subordinate Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Master Association's manager, and if available, shall contain a replacement clause endorsement.

(e) All policies shall contain a provision that no policy may be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Master Association or Subordinate Association or of their respective manager, without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

5.10 Agreements with Flagler County. The Master Association shall have the right to negotiate and enter into any and all agreements with Flagler County, Florida, which shall enable the Master Association to install, construct, maintain, restore, repair, rebuild and replace landscaping, fencing, walls, signage, lighting, and sprinkler systems in and upon all or any portion of the Colbert Lane right-of-way.

ARTICLE VI

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ASSESSMENTS AND CHARGES

6.1 Assessments. Assessments shall be computed and assessed against all Units as follows:

6.1.1 Master Association Expenses. The Assessments shall be based upon annual estimates of the Master Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with maintenance and operation of the Common Areas and discharge of the Master Association's Areas of Common Responsibility. Such estimated expenses may include, among other things, the following: expenses of management; taxes and special assessments; premiums for all insurance that the Master Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Master Association employees, including fees for a manager (if any); utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund, and any other expenses and liabilities which may be incurred by the Master Association for the benefit of all of the Owners under or by reason of this Declaration. All such expenses incurred by the Master Association shall constitute the Common Expenses.

6.1.2 Annual Budget. The Assessments shall be determined on a calendar year basis. On or before November 1 each year, the Master Association shall prepare or cause to be prepared an operating budget for the upcoming calendar year. The budget shall itemize the estimated Common Expenses of the Master Association for such calendar year, anticipated receipts (taking into account the number and type of Units subject to Assessments at the beginning of the year and the number and type of Units reasonably anticipated to be subject to Assessments during the year), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Assessments for the upcoming fiscal year and as the major guideline under which the Master Association shall be operated during such annual period. In preparing the overall budget and setting the Assessments, the Board shall separately prepare a sub-budget of estimated costs and anticipated revenues for Residential Units, such separate sub-budget being solely an accounting of the Common Expenses attributable to the operation, maintenance and repair of Recreational Amenities and the total amount of Assessment derived from such separate sub-budget being the "Recreational Assessment." The purpose of preparing such separate Recreational Assessment is to subtract the amount thereof from the total Assessment in apportioning the net Assessment derived from such subtraction among all Units, such net amount being the "Net Assessment," so that the Recreational Assessment is only apportioned among Residential Units. In the event the Board fails for any reason to adopt a budget for the succeeding year, then and until such time as it is adopted, the budget and annual Assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the "CPI-U" as hereinafter defined, and such increased budget shall be the budget for the succeeding year, until a new budget is adopted. Declarant shall estimate the budget for the first year of the Master Association. At least sixty (60) days following the close of the Master Association's fiscal year, the Board of Directors shall cause an unaudited financial statement of the Master Association to

be prepared by a public accountant licensed to practice in the State of Florida, which shall be distributed to each Subordinate Association.

The "CPI-U" shall mean the Consumer Price Index for All Urban Consumers (1982-84=100), or, if such index is discontinued or revised, by reference to such other government index or computation with which it is replaced or which would produce substantially the same measure as would be obtained if such index had not been discontinued or revised.

Any Common Expense which is attributable to a capital expenditure and which would increase the annual budget in excess of one hundred fifteen percent (115%) of the previous year's budget shall require approval by at least a two-thirds' (2/3) vote of the Board of Directors.

6.1.3 Unit's Assessment. Each Unit shall be responsible for its allocable share of the Net Assessment plus, if a Unit is a Residential Unit, its allocable share of the Recreational Assessment. Each Unit shall be responsible for that portion of the Net Assessment determined by multiplying the Net Assessment by a fraction, the numerator of which is the number of Equivalent Units assigned to the Unit and the denominator of which is the total number of Equivalent Units assigned to all Units subject to Assessment. Each Residential Unit shall be responsible for that portion of the Recreational Assessment determined by multiplying the Recreational Assessment by a fraction, the numerator of which is the number of Equivalent Units assigned to the Residential Unit and the denominator of which is the total number of Equivalent Units assigned to all Residential Units subject to the Recreational Assessment. No portion of Golf and Country Club Property shall be liable for Recreational Assessments hereunder. Equivalent Units for the purpose of determining a Unit's share of Assessments shall be assigned as follows:

(a) Each Residential Unit shall be assigned an "Equivalent Unit" for purposes of calculating the Residential Unit's share of an Assessment of 1.0.

(b) Each Non-residential Unit shall be assigned an "Equivalent Unit" for purposes of calculating the Non-residential Unit's share of an Assessment computed as follows: each 10,000 square feet of Non-residential Unit unimproved land, and any fraction thereof, whether or not shown upon a recorded plat and whether or not comprising surface land or under water, shall be allocated 0.50 Equivalent Units, plus each 1,000 square feet of gross floor area of Non-residential improvements, and any fraction thereof, shall be allocated 1.0 Equivalent Units. For purposes hereof, "improvements" shall mean any structure intended for commercial use and occupancy as permitted by this Declaration and for which an initial certificate of occupancy has been issued or which is substantially complete as determined by the general contractor, whichever is earlier. The term "improvements" shall not include golf courses, parking lots, parking garages, roadways or driveways. For example, a 100,000 square foot unimproved Non-residential Unit shall be assigned 5 Equivalent Units. The same Non-residential Unit with a one-story 50,000 square foot office building shall be assigned 55 Equivalent Units (5 unimproved land Equivalent Units plus 50 improved land Equivalent Units).

6.1.4 Declarant Obligation for Assessments; Subsidies. Anything contained in Section 6.1.3 to the contrary notwithstanding, so long as Declarant owns any Unit for sale or a Village upon which additional Units are to be constructed, the Declarant may annually elect either to pay the regular Assessment for each such Unit or to pay the difference between the amount of Assessments collected on all other Units not owned by Declarant and the amount of actual expenditures by the Master Association during the fiscal year, but not in a sum greater than its regular Assessment. Unless the Declarant entitled to such election otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding year. Furthermore, so long as Declarant owns any Unit for sale or a Village upon which additional Units are to be constructed, the Declarant may, but shall not be obligated to, reduce the regular Assessment for any year to be paid by Owners of Units within a Village or Villages developed by Declarant, which may be a contribution to the Master Association, an advance against future regular Assessments due from said Declarant, or a loan to the Master Association on terms acceptable to Declarant, in the Declarant's sole discretion. The amount and character (contribution, advance or loan) of such subsidy shall be conspicuously disclosed as a line item in the budget and shall be made known to the Owners. The payment of such a subsidy in any year shall under no circumstances obligate such Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Master Association and such Declarant.

6.1.5 Notice and Payment. The Assessments shall be made on a calendar year basis in advance. The Master Association shall furnish to each Subordinate Association a copy of the budget and notify each Subordinate Association as to the amount of the Assessments with respect to all Owner-members of such Subordinate Association on or before December 1 each year for the calendar year next following such date. Each Subordinate Association shall distribute copies of the notice of assessment and budget to its Owner-members on or before December 15 of each year. The Master Association may, at its election, send such notices and copies of the budget directly to the Owners. The Assessments shall be payable in one installment to the Subordinate Association by January 10 during the calendar year to which the Assessment relates, and by the Subordinate Association to the Master Association by the next following January 15. The failure of the Master Association to give timely notice of any Assessments as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such Assessment shall have been given to the Owner in the manner provided in this Declaration.

6.1.6 Working Capital. Each Owner of a Unit subject to this Declaration, other than Declarant shall pay to the Master Association a sum equal to two (2) months of the annual Assessment for working capital, which cost, when paid, can be recovered from the grantee of an Owner upon conveyance of said Unit by the Owner. Such sums are and shall remain separate and distinct from annual Assessments, and shall not be returned to the Owner by the Master Association under any circumstance, including, without limitation, the sale of the Owner's Unit. Each such Owner's share of working capital, as aforesaid, shall be collected from such Owner

upon his purchase of the Unit, and must be transferred to the Master Association at the time of closing the conveyance from the Declarant to the Owner.

6.2 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed or other conveyance and each Subordinate Association is deemed to covenant and agree with each other and with the Master Association to pay to the Master Association: (1) Common Expenses as defined herein which shall include reserves deemed necessary or beneficial by the Board of Directors, and (2) special assessments for capital improvements, necessary for reserves or for any other purpose adopted by the Board of Directors. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on each Unit and shall be continuing lien upon each Unit in favor of the Master Association. To evidence a lien for sums assessed pursuant to this Section, the Master Association may prepare a written notice of lien setting forth the amount of the unpaid Assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Master Association and may be recorded in the Public Records of the Flagler County, Florida. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by foreclosure by the Master Association in the same manner in which mortgages on real property may be foreclosed in the State of Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Master Association any Assessments against the Unit which shall become due during the period of foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Master Association shall have the right and power to bid in at any foreclosure sale, and to thereafter hold, lease, mortgage, or convey the subject Unit. Each such Assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due and also of any subsequent Owner. Assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and Occupants and in particular for improvements and maintenance (including the payment of ad valorem taxes and other assessments) of the Common Areas and the services and facilities devoted to this purpose.

6.3 Subordinate Associations.

6.3.1 Subordinate Association's Obligation to Pay Assessments. Payment in full of all Assessments applicable to Owner-members of a Subordinate Association shall also be the obligation of the Subordinate Association. The obligation of each Subordinate Association is for the payment in full of all Assessments billed to Owner-members of that Subordinate Association. Collection of all portions of the Assessments from Owner-members of the Subordinate Association shall not be a precondition of payment by the Subordinate Association of the Assessments or an excuse for non-payment of those Assessments. Each Subordinate Association shall exercise good faith diligent efforts in collecting all Assessments billed to Owner-members of that Subordinate Association, including the filing of suit to collect such amounts and foreclosing its lien. The rights of the Master Association are cumulative and may be pursued

collectively or separately without resort, or necessity of resort, to any remedy prior to any other. All costs incurred by the Master Association for collection of the Assessments, or any portion thereof, shall also be the obligation and liability of the Subordinate Associations. The provisions of this paragraph shall not apply to the Master Association, where it is serving as a Subordinate Association.

6.3.2 Subordinate Association Budgets and Assessments. Where the Master Association is serving as a Subordinate Association for Owners within a particular Village, the Master Association shall prepare annual budgets for expenditures applicable only to that Village and shall assess the Owners within such Village their applicable assessment as determined under the Subordinate Declaration. This Subordinate Association assessment levied by the Master Association shall be collectible as part of, in the same manner, and on the same terms as the Master Association assessment. Notwithstanding the foregoing, the Master Association may bill and collect Subordinate Association assessments on a monthly, ~~or~~ quarterly or annual basis. Except as otherwise provided herein, Subordinate Association assessments are subject to the terms and conditions imposed by the Subordinate Declaration with respect to assessments, Common Expenses, and special assessments.

6.4 Reserves. Any portion of the Common Expenses collected for a reserve fund or funds, if any, may be placed in an account separate from the general operating account of the Master Association.

6.5 Attorneys' Fees and Costs. In any suit or action brought by the Declarant, an Owner, the Master Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provisions, or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.

6.6 Maintenance, Repairs and Replacements of the Common Areas. Maintenance, repairs and replacements of the Common Areas shall be performed by the Master Association as part of the Common Expenses and a reserve fund for this purpose may also be included as a Common Expense.

6.7 Special Assessments. Without limiting the types or purposes of other special assessments, the Board of Directors may levy in any year, a special assessment for the purpose of paying any unbudgeted increase in taxes, any judgment obtained against the Master Association or against any director, officer or managing agent of the Master Association which is subject to the indemnity obligation of Section 5.5 above, or for defraying in whole or in part, the cost, which shall be the amount of the deductible under any insurance policy in the event of an incurred loss, of any taxes or construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or other repairs, reconstruction, alterations or improvements due to emergencies of any type.

6.8 Statement of Account. Upon payment of a reasonable fee not to exceed \$50.00 and upon written request of any Owner, mortgagee, prospective mortgagee, or prospective

purchaser of a Unit, the Master Association shall issue a written statement setting forth the following:

- (a) The amount of the unpaid Assessments, if any, with respect to such Unit
- (b) The amount of the current annual Assessment and the date or dates upon which installments thereof become due.

Such statement shall be conclusive upon the Master Association in favor of persons who rely thereon in good faith. A purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid Assessments against such Unit up to the time of the grant or conveyance; provided, however, that this provision shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

6.9 Effect of Nonpayment of Assessments; Remedies of the Master Association. Any Assessments which are not paid by an Owner to its Subordinate Association shall be delinquent. If the Assessment is not paid by the Owner, then the Master Association may bring an action at law against the Owner personally for its collection, or foreclose the lien against the Owner's Unit in accordance with Article 6.2 herein. If the Assessment is not paid by the Subordinate Association, then the Master Association may bring an action at law against the Subordinate Association. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Unit.

6.10 Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any unpaid taxes and any mortgage or mortgages, but they shall be superior to the assessments levied by any Subordinate Association. Sale or transfer of any Unit shall not affect the lien of the Assessments. However, the sale or transfer of any Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of the Assessments as to payment thereof, which became due prior to such sale or transfer, provided, however, that the personal liability to the delinquent Owner for such Assessments shall not be extinguished. No sale or transfer shall relieve the Unit from liability for any Assessments thereafter becoming due or from the lien thereof. Notwithstanding anything in this Declaration to the contrary, no amendment, or change or modification of this Section 6.10 shall be effective unless such amendment, change or modification shall be first consented to, in writing, by all mortgagees of record of all Units which are subject to the terms of this Declaration.

6.11 Construction Liens. The Board of Directors may cause to be discharged any construction lien or other encumbrance which in the opinion of the Board of Directors may constitute a lien against the Common Areas. Where less than all of the Owners are responsible for the existence of said lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses including attorneys' fees and court costs incurred by reason of the lien and any such amounts, costs and expenses paid or incurred by the Master Association shall be secured by a lien in favor of the Master Association on the Units of the Owners responsible for such lien or encumbrance.

6.12 PCCSC Declaration. The Property and all Villages or portions thereof shall be held and conveyed subject to the terms and conditions of the PCCSC Declaration. Pursuant to the PCCSC Declaration, each Owner shall be obligated to pay assessments when levied to fund such Owner's share of the actual costs of operating the Community Benefit Program operated by the PCCSC, which assessment may be used to cover the cost of community-wide maintenance, expansion or creation of facilities, amenities, programs and services to benefit the Palm Coast Community and to further the environmental and aesthetic principles of Palm Coast. The amount of the annual assessments shall be set, and be increased each year, by the Board of Directors of the PCCSC as forth in the PCCSC Declaration. All sums included in the PCCSC assessment shall be included in the Assessment, and may be collected and enforced in the same manner as any other portion of the Assessment as provided herein.

ARTICLE VII

CONDEMNATION

7.1 Condemnation of Common Areas. Whenever all or any part of the Common Areas shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, the award or proceeds made or collected for such taking or sale in lieu thereof shall be disbursed or held as follows:

7.1.1 Payment to Master Association. If the taking or sale in lieu thereof involves a portion of the Common Areas, then the award shall be payable to the Master Association. If the portion of the Common Areas so taken or conveyed was improved in any way, then the Master Association shall repair, rebuild, replace, or renovate the improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with plans approved by the Board of Directors. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Units, without the necessity of a vote of Master Association members, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such special assessments shall be levied against the Owners in the same manner and proportion as the Assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction.

7.1.2 Apportionment of Proceeds. If the taking or sale in lieu thereof includes all or any part of a Unit or Village and also includes any part of the Common Areas, then in the absence of an agreement between the parties a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Master Association, the Subordinate Association and the Owners so affected so as to give just compensation for the land and/or improvements taken.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Purpose. To preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Development, the Units, the Villages, and the Golf and Country Club Property, all improvements within the Development shall be subject to the restrictions set forth in this Article. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article; provided, however, that the Golf and Country Club Property and any landscaping or other improvements erected or located thereon from time to time shall not be subject to the review or approval of the Architectural Design Committee. Notwithstanding the preceding portions of this subsection, to the extent any Subordinate Declaration recorded in the Public Records of Flagler County, Florida contains architectural control provisions similar to the provisions set forth in this Article, then the provisions of such Subordinate Declaration shall control the architectural control process for the Village subject to the Subordinate Declaration. Furthermore, the Architectural Design Committee or the Subordinate Association established by a Subordinate Declaration recorded prior to the date of this Declaration to administer the architectural control process within the Village shall continue to exercise such architectural control rights and responsibilities until such time as a document is recorded in the Public Records of Flagler County transferring these rights and responsibilities of the Subordinate Association to the Master Association.

8.2 Architectural Design Committee. The Declarant shall establish an Architectural Design Committee which shall consist of not less than three (3) appointees. The Declarant shall be entitled to appoint all of the members of the Architectural Design Committee for so long as Declarant holds any portion of the Property for sale in the normal course of business. The regular term of office for each member shall be one (1) year. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Design Committee by the Board of Directors upon assignment to the Master Association of the whole or any portion of Architectural Design Committee functions pursuant to Section 8.2.1 below shall be subject to the prior approval of Declarant until that date which is three (3) years from and after the date on which Declarant's right to appoint and remove any member or members of the Board of Directors of the Master Association is terminated. The Architectural Design Committee shall elect a chairman who (or in said chairman's absence, the vice chairman) shall be the presiding officer at its meetings. The Architectural Design Board shall meet at least once in each calendar month so long as there is business to transact, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Design Committee shall constitute the action of the Architectural Design Committee on any matter before it. The Architectural Design Committee is authorized to retain the services of consulting architects, landscape architects,

urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Design Committee in performing its functions set forth herein.

8.2.1 Right to Assign Architectural Design Committee Functions to the Master Association. The Declarant reserves the right to assign to the Master Association, at its sole discretion, the whole or any portion of its rights reserved in this Declaration which are exercisable by the Architectural Design Committee or the right to appoint some members of the Architectural Design Committee. The Master Association hereby agrees to accept the assignment of these rights without the necessity of any further action by it. Upon such assignment, the Board of Directors shall appoint the members of the Architectural Design Committee, subject, however, to Declarant's right of approval of any member as provided in Section 8.2 above.

8.3 Permitted Improvements. No improvements of any nature shall be constructed, altered, added to, or maintained upon any part of the Development, except (a) improvements which are constructed by Declarant, (b) such improvements as are approved by the Architectural Design Committee in accordance with this Article, or (c) improvements which pursuant to this Article do not require the consent of the Architectural Design Committee. Moreover, without limiting the foregoing, no improvements of any nature shall be constructed, altered, added to, or maintained upon any part of the Development, except as are in compliance with the Concept Plan approved pursuant to the terms and conditions of the PCCSC Declaration or as otherwise approved in writing by the Declarant under said PCCSC Declaration.

8.4 Construction of Improvements.

8.4.1 Siting of Improvements; Setbacks. Since the establishment of standard, inflexible building setback lines for the location of structures tend to force construction of such buildings both directly behind and directly to the side of each other with detrimental effects on privacy views, preservation of important trees, etc., no specific setback lines are established by this Declaration, except as otherwise provided in this Declaration or as may be required by the establishment of easements within the Property. To assure, however, that location of structures will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available thereto, that the structures will be located with regard to ecological constraints and topography, taking into consideration the elevations, the location of large trees and similar considerations, the Declarant, through the Architectural Design Committee, reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or other structure upon all properties within the Development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing by Declarant, the Architectural Design Committee shall approve automatically such location. Anything contained herein to the contrary notwithstanding, in the event Declarant creates any setback lines elsewhere in this Declaration, in any Supplemental Declaration, or other writing signed by Declarant, or in the Development Order or other document or plan approved by applicable governmental authorities, then, in that event, all buildings, structures, or other improvements on or with respect to any property covered thereby shall be located only within the setback lines so specified, provided that the Architectural

Design Committee shall be empowered to grant variances with respect to such setback lines if so permitted in any such provision of this Declaration, Supplemental Declaration, or document or plan approved by applicable governmental authorities; and provided further, however, the Supplemental Declaration, other writing of the Declarant, or the Architectural Design Committee may establish more, but not less, restrictive setbacks than may be required by this Declaration, the Development Order or any governmental law, ordinance, rule or regulation applicable to the Development. Without limiting the foregoing, no improvements, including any landscaping, shall be erected, installed or maintained on any Lot within any golf course setback line as set forth herein or otherwise established by Declarant, except for such improvements or landscaping as approved in writing by the Architectural Design Committee as provided herein below.

8.4.2 Time of Construction Activities. No construction of improvements shall be undertaken or conducted on any Sundays or holidays, except for (a) construction activities of Declarant, (b) emergency situations involving the potential loss, injury, or damage to persons or property, and (c) as otherwise permitted by the Architectural Design Committee.

8.4.3 Contractor Bonds and Deposit; Construction Completion. The Architectural Design Committee, in its sole discretion, may require that any contractor and/or subcontractor for any planned improvements within the Development post payment and/or performance bonds with the Architectural Design Committee to assure that such contractor or subcontractor shall satisfactorily complete such improvements, such bonds to be in the name of the Architectural Design Committee and to be in form and amount satisfactory to the Architectural Design Committee; provided, however, that any contractor and/or subcontractor retained by Declarant to construct improvements within the Development shall not be subject to the foregoing requirements. Furthermore, the Architectural Design Committee, in its sole discretion, may require that an Owner deposit with the Architectural Design Committee a sum of no more than Five Thousand Dollars (\$5,000.00) in order to assure the completion of all improvements, including landscaping in accordance with approved plans and specifications and within the time periods provided in this Section 8.4 and in Section 8.6 hereof, and to pay or defray the cost of any unrepaired damage done to Common Areas, including roadways, as a result of said work. The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same shall have been commenced, except where the Architectural Design Committee allows for an extension of time because such completion within such time is impossible or would result in great hardship to the Owner or builder thereof due to strikes, national emergencies, fires, floods, lightning, earthquakes, or other casualties. In the event that such improvements or landscaping are not completed within the provided periods, the Architectural Design Committee shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of any such improvements. Furthermore, the Architectural Design Committee shall be entitled to retain any sums so deposited as a penalty for such failure to complete or repair, and such sums shall be retained as the property of the Master Association. Any such sums so deposited shall, at the discretion of the Architectural Design Committee, be invested so as to earn interest, and any interest earned thereon shall be the sole property of the Master Association. The retention of any of the deposit by the Architectural Design Committee shall not excuse the Owner of responsibility to complete the construction and landscaping, at Owner's cost, in accordance with

the plans and specifications approved by the Architectural Design Committee, or to pay the cost of any required repair to Common Areas as further set forth in this Declaration.

8.4.4 Temporary Structures. No structure of a temporary character shall be placed upon any property subject to this Declaration at any time, provided, however, that this prohibition shall not apply to (i) Declarant's sales and construction activities, (ii) shelters or temporary structures used by the contractor during construction of permanent structures (provided such temporary shelters may not, at any time, be used as residences or permitted to remain on the subject property after completion of construction), or (iii) any shelters, tents, pavilions or other temporary shelters which may from time to time be erected on the Golf and Country Club Property in connection with tournaments and other social or special events. The design and color of structures temporarily placed by contractor shall be subject to reasonable aesthetic control by the Architectural Design Committee. The provisions of this Section shall not prohibit the erection of temporary structures for social functions as may be permitted by rules and regulations promulgated by the Architectural Design Committee.

8.4.5 Construction Debris. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the property upon which such work is being done in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the property on which such construction has been completed.

8.4.6 Occupancy. Dwellings may not be temporarily or permanently occupied until the construction of the Dwelling has been completed and a certificate of occupancy has been issued by both the Architectural Design Committee and by any governmental entity with jurisdiction thereof.

8.5 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, except as provided in Section 8.1 hereof, no construction of improvements of any nature whatsoever shall be commenced or maintained by the Master Association or any Owner, other than Declarant, with respect to the construction or exterior of any improvement, structure, Dwelling or with respect to any other portion of the Development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, greenhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, screened enclosures, television or radio antennae, satellite receiving dishes and equipment, swimming pools, tennis courts, playhouses, swing sets, basketball courts, standards and/or backboards or any other recreational devices or equipment, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Design Committee, a survey showing the location of trees of six (6) inches in diameter at a height of four and one-half (4 1/2) feet above the ground level and other significant vegetation on such property) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location,

and appearance in relation to surrounding structures and topography by the Architectural Design Committee. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Design Committee, and the other copy shall be returned to the Owner marked "approved" or "disapproved". The Architectural Design Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee currently established for such review is Four Hundred and No/100 Dollars (\$400.00) for each submission, and the Architectural Design Committee shall have the right to increase this amount from time to time. For purposes of such review, if the Architectural Design Committee determines, in its sole discretion, that an Owner has failed to follow the standards of the Board, it may give notice to the Owner that if the Board is required to take up any additional time following its review to take place after such notice, then such later additional time shall be deemed a new submission requiring payment of another review fee as a condition to its taking such additional time. The Architectural Design Committee shall not be limited in the number of such notices it may give or the number of such additional review fees it may collect as a result of Owner's continued failure to follow the standards. Notwithstanding the foregoing requirement of architectural review, an Owner of any Unit or other building or structure may make interior improvements and alterations therein without the necessity of approval or review by the Architectural Design Committee; provided, however, such approval shall be required if such interior improvements are made within any garage, underneath parking area or similar area plainly within view of adjacent properties. The Architectural Design Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off the Architectural Design Committee shall have the right to establish a maximum percentage of a property which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Design Committee, representatives of the Architectural Design Committee shall have the right during reasonable hours to enter upon and inspect any property or improvements with respect to which construction is underway within the Development to determine whether or not the plans and specifications thereof have been approved and are being complied with. In the event the Architectural Design Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Design Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Design Committee fails to approve or disapprove in writing any proposed plans and specifications within forty-five (45) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly disapproved. Upon approval of plans and specifications, no further approval under this Article shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Design Committee upon any ground which is

consistent with the objects and purposes of this Declaration, including purely aesthetic considerations.

8.6 Landscaping Approval. To preserve the aesthetic appearance of the Development, except as provided in Section 8.1 hereof, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by the Master Association or any Owner, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Design Committee. The provisions of this Article regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Design Committee shall be entitled to promulgate standards with respect to such ratios. Furthermore, without the consent of the Architectural Design Committee, no hedge or shrubbery planting which obstructs sight-lines at elevations between two (2) and six (6) feet above streets and roadways within the Development shall be placed or permitted to remain on any property within the triangular area formed by the street property lines and a line connecting such lines at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the extended street property lines. The same sight-line limitations shall apply to any property subject to this Declaration within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the tillage line is maintained at sufficient height to prevent obstruction of such sight-lines or unless otherwise consented to by the Architectural Design Committee. Unless located within ten (10) feet of a building or a recreational or parking facility, no Owner, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four and one-half (4 1/2) feet above the ground level, or other significant vegetation as designated, from time to time, by the Architectural Design Committee, without obtaining the prior approval of the Architectural Design Committee, provided that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Design Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any property by the Owner thereof. All of the landscaping within a Lot must be completed within ninety (90) days of occupancy or substantial completion of the Dwelling, whichever date shall first occur. All landscaping within Common Areas or Multi-Family Tracts must be completed within ninety (90) days of occupancy or substantial completion of the first Dwelling within such Multi-Family Tract, or first structure within a Common Area, whichever date shall first occur. No landscaping on any Lot shall be installed or maintained within any golf course setback line established by Declarant except with the prior written approval of the Architectural Design Committee.

8.6.1 Applicable Tree Ordinances. Anything contained herein to the contrary notwithstanding, the limitations herein provided are in addition to, and not substitutions for, the ordinances, rules, regulations, and conditions of any political subdivision or governmental entity of the State of Florida with jurisdiction over the cutting and removal of trees.

8.7 Approval Not a Guarantee; Exculpation for Approval or Disapproval. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Declarant, the Master Association and the Architectural Design Committee, and all officers, directors, employees, agents and members thereof, shall not, either jointly or severally, be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications. Declarant, the Master Association and the Architectural Design Committee, and all officers, directors, employees, agents and members thereof, shall not, either jointly or severally, be liable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or materials required to be submitted for review and approval pursuant to the provisions of this Article. Furthermore, the approval of any such plans, specifications or other materials submitted for review and approval by the Architectural Design Committee shall not constitute a representation of compliance with any governmental laws, ordinances, codes, rules, regulations or requirements, and by the approval of any such plans, specifications or materials, neither the Declarant, the Architectural Design Committee, the Master Association, nor any individual member, officer, director, employee or agent of any of them, shall have, assume or incur any liability or responsibility whatsoever for any violation of such governmental laws, ordinances, codes, rules, regulations or requirements.

ARTICLE IX

GENERAL PROVISIONS

9.1 Amendments. So long as Declarant shall hold a Controlling Interest Declarant may modify, amend or restate this Declaration, in Declarant's sole discretion, without further consent of the Master Association or any other person or party. After Declarant no longer holds a Controlling Interest, this Declaration may be modified and amended in the manner set forth in the By-Laws.

9.2 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Master Association adopted pursuant to this Declaration, as they may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Unit, if any. Each Owner shall also comply with all provisions of the Subordinate Declaration applicable to his Village and the By-Laws and rules and regulations of his Subordinate Association. Failure to comply with any of the foregoing shall be grounds for imposing fines, for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by the Board of Directors on behalf of the Master Association or on behalf of a Subordinate Association, when the Master Association serves as a Subordinate Association, or, in a proper case, by a Subordinate Association or an aggrieved Owner. Should Declarant or the Master Association employ legal counsel to enforce any of the foregoing, all

costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating party. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Master Association or the provisions of a Subordinate Declaration or the By-Laws and rules and regulations of a Subordinate Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Master Association, Subordinate Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the equitable remedy of injunction to restrain any such violation or omission. Failure on the part of Declarant, the Master Association, Subordinate Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall not be construed as an acquiescence thereto and shall not be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to any violation or breach occurring prior or subsequent thereto. No right of action shall accrue in favor of nor shall any action be brought or maintained by anyone whatsoever against Declarant for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws or any rules and regulations of the Master Association, however long continued.

9.3 Duration. The provisions of this Declaration shall run with the land and be binding upon the title to the Property, shall be binding upon and inure to the benefit of all Owners and Subordinate Associations, the Declarant, the Master Association and all mortgagees, and their respective heirs, executors, legal representatives, successors and assigns, and successors in title, and shall be and remain in effect for a period of thirty (30) years from and after the date of the recording of this Declaration, provided the rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial thirty (30) year period or the last year of any ten (10) year renewal period, seventy-five percent (75%) of the total votes of all Owners are cast in favor of terminating this Declaration at the end of the then current term. Such vote shall be held by referendum by the Subordinate Associations, and the Owner of each Unit shall be entitled to cast one (1) vote for each Unit owned. In the event that the Owners vote to terminate this Declaration, an instrument evidencing such termination shall be filed in the Public Records of Flagler County, Florida, such instrument to contain a certificate wherein the President of the Master Association certifies that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in the Development, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of this Declaration shall run with the land and be binding upon the title to the land as provided hereby. No termination of this Declaration shall be enforceable or valid if the Declarant owns Controlling Interest, unless Declarant consents in writing to the termination.

9.4 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the

opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing in the Public Records of Flagler County, Florida. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Florida.

9.5 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

9.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to a person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provisions which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

9.7 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners, the Master Association, the Subordinate Associations and their mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of Declarant and mortgagees herein provided, the members of the Master Association shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

9.8 Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Unit, the Owner must promptly furnish to the Master Association, in writing, the name and address of such purchaser, lessee, mortgagee, or transferee. Purchaser is hereby put notice of a lien on any Unit for unpaid Assessments of any seller, prior to closing, and that such lien will follow and be a lien or encumbrance upon the Unit subsequent to closing.

9.9 No Trespass. Whenever the Master Association is permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be trespass.

9.10 Notices. Notices required hereunder shall be deemed given when in writing and delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners and Subordinate Associations shall be delivered or sent to such addresses as have been designated in writing to the Master Association, or if no address has been so designated, at the addresses of such Owners' respective Units. All notices to the Master Association shall be delivered or sent in care of Declarant at Declarant's main office, 1 Hargrove Grade, Palm Coast, Florida 32137, or to such other address as the Master Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at Declarant's main office in 1 Hargrove Grade, Palm Coast, Florida 32137, or to such other address as Declarant may from time to time notify the Master Association. Notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Master Association.

9.11 Successors and Assigns. Except where expressly stated to the contrary and without the necessity of separately so stating at every reference herein, all provisions herein shall be binding upon and inure to the benefit of the Declarant, Master Association, Subordinate Association and Owners and their respective heirs, successors and assigns and successors in title.

9.12 HUD/FHA/VA Approval Rights. Notwithstanding anything in this Declaration to the contrary, so long as Declarant owns Controlling Interest, if the Declarant has requested, applied and submitted documents for approval from the United States Department of Housing and Urban Development, Federal Housing Administration or Veterans Administration, individually or in some combination thereof, for their making, insuring or purchasing loans on dwellings in the Property and if such approval has been granted, then to the extent that said agencies require approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Master Association, the placing of any mortgage lien on the Common Areas, dedication to the public of any Common Areas, any amendment of this Declaration, or dissolution of the Master Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on dwellings in the Property, if any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

[signature page follows]

IN WITNESS WHEREOF, the duly authorized officer of the undersigned Declarant has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in our presence:

GRAND HAVEN DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC, a Delaware limited
liability company, its sole member

By: LandMar Management, LLC, a Delaware
Limited liability company, its manager

Kathy Hooper
KATHY HOOPER
Print Name:

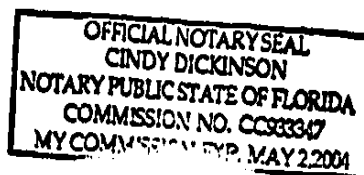
Barbara Guffey
Print Name: BARBARA GUFFEY

By: [Signature]
James T. Cullis, Vice President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 21st day of February, 2001 by James T. Cullis, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Grand Haven Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Cindy Dickinson
Notary Public, State of Florida
Cindy Dickinson
Print Name
My Commission Expires:



February 20, 2001

EXHIBIT A
LEGAL DESCRIPTION

PART OF GOVERNMENT SECTIONS 15, 16, 22 AND 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 15; THENCE SOUTH 01°02'33" EAST ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 15, A DISTANCE OF 2298.35 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°15'57" EAST LEAVING SAID WEST LINE, A DISTANCE OF 708.28 FEET; THENCE NORTH 16°13'06" EAST, A DISTANCE OF 2268.26 FEET; THENCE NORTH 67°18'30" EAST, A DISTANCE OF 132.93 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY AS SHOWN ON A SURVEY BY TOMOKA ENGINEERING, DATED JUNE 6, 1995; THENCE ALONG SAID MEAN HIGH WATER LINE RUN THE FOLLOWING FIVE COURSES: COURSE NO. 1) SOUTH 26°51'40" EAST, A DISTANCE OF 359.30 FEET; COURSE NO. 2) SOUTH 38°04'44" EAST, A DISTANCE OF 123.23 FEET; COURSE NO. 3) SOUTH 21°24'08" EAST, A DISTANCE OF 1172.88 FEET; COURSE NO. 4) SOUTH 30°39'43" EAST, A DISTANCE OF 162.75 FEET; COURSE NO. 5) SOUTH 22°30'52" EAST, A DISTANCE OF 1615.00 FEET; THENCE SOUTH 67°29'08" WEST LEAVING SAID MEAN HIGH WATER LINE, A DISTANCE OF 310.00 FEET; THENCE NORTH 22°30'52" WEST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 67°29'08" WEST, A DISTANCE OF 1327.08 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 640.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 404.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°08'42" WEST AND A CHORD DISTANCE OF 398.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°15'59" WEST, A DISTANCE OF 521.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 710.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 990.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°41'40" EAST AND A CHORD DISTANCE OF 912.02 FEET TO THE END OF SAID CURVE; THENCE SOUTH 49°20'41" WEST, A DISTANCE OF 364.16 FEET; THENCE SOUTH 82°49'13" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 293.31 FEET; THENCE NORTH 12°19'31" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.88 FEET; THENCE SOUTH 77°40'29" WEST ALONG THE RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION, A DISTANCE OF 35.00 FEET TO A POINT ON AN EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION; THENCE NORTH 12°19'31" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.38 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2940.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 265.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°44'03" WEST AND A CHORD DISTANCE OF 265.80 FEET TO THE POINT OF TANGENCY OF

SAID CURVE; THENCE NORTH 07°08'36" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 541.59 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE, SOUTHWESTERLY HAVING A RADIUS OF 2060.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 498.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°04'10" WEST AND A CHORD DISTANCE OF 496.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°59'44" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 624.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1940.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 480.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°54'03" WEST AND A CHORD DISTANCE OF 479.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°48'22" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 517.99 FEET; THENCE NORTH 26°04'23" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 133.54 FEET; THENCE NORTH 74°15'57" EAST, A DISTANCE OF 573.33 FEET TO THE POINT OF BEGINNING.

Amended and Restated Master Dec - 5/31/96

EXHIBIT "A"

LEGAL DESCRIPTION

GRAND HAVEN TRANSFER PARCEL

PART OF GOVERNMENT SECTION 15, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 15; THENCE SOUTH 01°02'33" EAST ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 15, A DISTANCE OF 2298.35 FEET; THENCE SOUTH 74°15'57" EAST LEAVING SAID WEST LINE, A DISTANCE OF 708.28 FEET; THENCE NORTH 16°13'06" EAST, A DISTANCE OF 2268.26 FEET; THENCE NORTH 67°18'30" EAST, A DISTANCE OF 132.93 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY AS ESTABLISHED BY TIDAL STUDY BY GEORGE M. COLE, FLORIDA SURVEYOR NO. 2244, DATED NOVEMBER 1, 1988; THENCE SOUTH 26°51'40" EAST ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 359.30 FEET; THENCE SOUTH 38°04'44" EAST CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 123.23 FEET; THENCE SOUTH 21°24'08" EAST CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 1172.88 FEET; THENCE SOUTH 30°39'43" EAST CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 162.75 FEET; THENCE SOUTH 22°30'52" EAST CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 1615.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 22°30'52" EAST ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 108.46 FEET; THENCE SOUTH 67°18'31" WEST LEAVING SAID MEAN HIGH WATER LINE, A DISTANCE OF 300.39 FEET; THENCE NORTH 85°45'43" WEST, A DISTANCE OF 96.90 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 129.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°58'57" EAST AND A CHORD DISTANCE OF 192.28 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 33°50'01" WEST, A DISTANCE OF 132.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 261.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°59'49" WEST AND A CHORD DISTANCE OF 110.04 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°15'34" WEST AND A CHORD DISTANCE OF 45.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°18'32" WEST, A DISTANCE OF 35.29 FEET; THENCE SOUTH 27°33'40" EAST, A DISTANCE OF 84.91 FEET; THENCE SOUTH 62°26'20" WEST, A DISTANCE OF 242.00 FEET; THENCE NORTH 27°33'40" WEST, A DISTANCE OF 80.77 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 286.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°51'05" WEST AND A CHORD DISTANCE OF 282.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°58'00" WEST, A DISTANCE OF 109.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°01'57" WEST AND A CHORD DISTANCE OF 78.84 FEET TO THE POINT OF TANGENCY OF SAID

CURVE; THENCE SOUTH $62^{\circ}01'55''$ WEST, A DISTANCE OF 104.55 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $77^{\circ}11'35''$ WEST AND A CHORD DISTANCE OF 99.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $87^{\circ}38'45''$ WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY (AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF WATERSIDE COUNTRY CLUB PHASE I, AS RECORDED IN MAP BOOK 30, PAGES 64 THROUGH 72 OF THE PUBLIC RECORDS SAID COUNTY), A DISTANCE OF 139.40 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 640.00 FEET; THENCE NORTHERLY ALONG SAID CURVED EASTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 32.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ}29'05''$ EAST AND A CHORD DISTANCE OF 32.55 FEET TO A POINT ON SAID CURVE; THENCE NORTH $67^{\circ}29'08''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1327.08 FEET; THENCE SOUTH $22^{\circ}30'52''$ EAST, A DISTANCE OF 65.00 FEET; THENCE NORTH $67^{\circ}29'08''$ EAST, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING.

Supplemental Dec - 7/8/96

EXHIBIT A

OFF REC 0729 PAGE 0304

RIVER CLUB PHASE 2

PART OF GOVERNMENT SECTIONS 15 AND 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 15; THENCE SOUTH $01^{\circ}02'33''$ EAST ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 15, A DISTANCE OF 2298.35 FEET; THENCE NORTH $74^{\circ}15'57''$ WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A FLORIDA POWER AND LIGHT EASEMENT (A 330 FOOT RIGHT-OF-WAY BY OFFICIAL RECORDS BOOK 375, PAGES 206 AND 207), A DISTANCE OF 573.33 FEET; THENCE SOUTH $26^{\circ}04'23''$ WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 133.54 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING NINE COURSES: COURSE NO. 1) SOUTH $06^{\circ}48'22''$ EAST, A DISTANCE OF 517.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1940.00 FEET; COURSE NO. 2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 480.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $13^{\circ}54'03''$ EAST AND A CHORD DISTANCE OF 479.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3) SOUTH $20^{\circ}59'44''$ EAST, A DISTANCE OF 624.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 2060.00 FEET; COURSE NO. 4) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 498.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $14^{\circ}04'10''$ EAST AND A CHORD DISTANCE OF 496.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5) SOUTH $07^{\circ}08'36''$ EAST, A DISTANCE OF 541.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2940.00 FEET; COURSE NO. 6) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 265.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $09^{\circ}44'03''$ EAST AND A CHORD DISTANCE OF 265.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7) SOUTH $12^{\circ}19'31''$ EAST, A DISTANCE OF 362.38 FEET; COURSE NO. 8) NORTH $77^{\circ}40'29''$ EAST, A DISTANCE OF 35.00 FEET; COURSE NO. 9) SOUTH $12^{\circ}19'31''$ EAST, A DISTANCE OF 488.88 FEET; THENCE NORTH $82^{\circ}49'13''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 293.31 FEET; THENCE NORTH $49^{\circ}20'41''$ EAST, A DISTANCE OF 364.16 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 710.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 990.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ}41'40''$ WEST AND A CHORD DISTANCE OF 912.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $39^{\circ}15'59''$ EAST, A DISTANCE OF 521.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING

SRL03/056.BDC/95095,02

RIVER CLUB PHASE 3

PART OF GOVERNMENT SECTIONS 15, 22 AND 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 15; THENCE SOUTH $01^{\circ}02'33''$ EAST ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 15, A DISTANCE OF 2298.35 FEET; THENCE NORTH $74^{\circ}15'57''$ WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A FLORIDA POWER AND LIGHT EASEMENT (A 330 FOOT RIGHT-OF-WAY BY OFFICIAL RECORDS BOOK 375, PAGES 206 AND 207), A DISTANCE OF 573.33 FEET; THENCE SOUTH $26^{\circ}04'23''$ WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 133.54 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING NINE COURSES: COURSE NO. 1) SOUTH $06^{\circ}48'22''$ EAST, A DISTANCE OF 517.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1940.00 FEET; COURSE NO. 2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 480.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $33^{\circ}54'03''$ EAST AND A CHORD DISTANCE OF 479.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3) SOUTH $20^{\circ}59'44''$ EAST, A DISTANCE OF 624.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 2060.00 FEET; COURSE NO. 4) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 498.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $14^{\circ}04'10''$ EAST AND A CHORD DISTANCE OF 496.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5) SOUTH $07^{\circ}08'36''$ EAST, A DISTANCE OF 541.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2940.00 FEET; COURSE NO. 6) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 265.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $09^{\circ}44'03''$ EAST AND A CHORD DISTANCE OF 265.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7) SOUTH $12^{\circ}19'31''$ EAST, A DISTANCE OF 362.38 FEET; COURSE NO. 8) NORTH $77^{\circ}40'29''$ EAST, A DISTANCE OF 35.00 FEET; COURSE NO. 9) SOUTH $12^{\circ}19'31''$ EAST, A DISTANCE OF 488.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH $82^{\circ}49'13''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 293.31 FEET; THENCE NORTH $49^{\circ}20'41''$ EAST, A DISTANCE OF 364.16 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 710.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $50^{\circ}27'50''$ EAST AND A CHORD DISTANCE OF 241.90 FEET TO THE END OF SAID CURVE; THENCE NORTH $67^{\circ}29'08''$ EAST, A DISTANCE OF 1482.10 FEET; THENCE SOUTH $22^{\circ}30'52''$ EAST, A DISTANCE OF 1205.00 FEET; THENCE NORTH $67^{\circ}29'08''$ EAST, A DISTANCE OF 450.00 FEET; THENCE NORTH $22^{\circ}30'52''$ WEST, A DISTANCE OF 1550.00 FEET; THENCE SOUTH $67^{\circ}29'08''$ WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH $22^{\circ}30'52''$

SL01/057.BDC/95095.02

EXHIBIT A

OFF REC 0729 PAGE 0306

WEST, A DISTANCE OF 600.00 FEET; THENCE SOUTH 67°29'08" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 22°30'52" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 67°29'08" WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 22°30'52" WEST, A DISTANCE OF 510.00 FEET; THENCE NORTH 67°29'08" EAST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 22°30'52" EAST, A DISTANCE OF 65.00 FEET; THENCE NORTH 67°29'08" EAST, A DISTANCE OF 310.00 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY AS SHOWN ON A SURVEY BY TOMOKA ENGINEERING, DATED JUNE 6, 1995; THENCE ALONG SAID MEAN HIGH WATER LINE RUN THE FOLLOWING TWO COURSES: COURSE NO. 1) SOUTH 22°30'52" EAST, A DISTANCE OF 2190.01 FEET; COURSE NO. 2) SOUTH 22°41'29" EAST, A DISTANCE OF 2624.91 FEET; THENCE SOUTH 89°06'31" WEST LEAVING SAID MEAN HIGH WATER LINE, A DISTANCE OF 599.75 FEET; THENCE SOUTH 68°00'00" WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 10°33'40" WEST, A DISTANCE OF 871.10 FEET; THENCE SOUTH 88°53'11" WEST, A DISTANCE OF 712.00 FEET; THENCE SOUTH 01°06'49" EAST, A DISTANCE OF 1070.00 FEET; THENCE NORTH 88°53'11" EAST, A DISTANCE OF 1332.00 FEET; THENCE SOUTH 01°06'49" EAST, A DISTANCE OF 1860.00 FEET; THENCE SOUTH 73°47'53" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION, A DISTANCE OF 2702.77 FEET, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2197.00 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING SIX COURSES: COURSE NO. 1) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1381.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°55'25" WEST AND A CHORD DISTANCE OF 1358.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2) NORTH 10°05'32" EAST, A DISTANCE OF 1454.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2110.00 FEET; COURSE NO. 3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1952.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°25'24" WEST AND A CHORD DISTANCE OF 1883.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4) NORTH 42°56'20" WEST, A DISTANCE OF 586.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2165.00 FEET; COURSE NO. 5) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1156.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°37'56" WEST AND A CHORD DISTANCE OF 1143.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 6) NORTH 12°19'31" WEST, A DISTANCE OF 532.52 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT the property conveyed in that certain Deed recorded in Official Records Book 552, Page 222, Public Records of Flagler County, Florida (known as the Grand Haven Transfer Parcel).

Supplemental Dec - 8/29/96

RESIDENTIAL/COMMERCIAL PARCEL PART C

PART OF SECTIONS 21, 22 AND 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH $88^{\circ}53'11''$ EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 429.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH $16^{\circ}42'45''$ WEST, A DISTANCE OF 4.14 FEET; THENCE NORTH $31^{\circ}50'57''$ WEST, A DISTANCE OF 595.97 FEET; THENCE NORTH $33^{\circ}13'43''$ EAST, A DISTANCE OF 104.34 FEET; THENCE NORTH $50^{\circ}13'05''$ WEST, A DISTANCE OF 204.61 FEET; THENCE NORTH $21^{\circ}41'22''$ WEST, A DISTANCE OF 328.77 FEET; THENCE NORTH $16^{\circ}18'06''$ EAST, A DISTANCE OF 127.31 FEET; THENCE NORTH $14^{\circ}4'22''$ WEST, A DISTANCE OF 341.84 FEET; THENCE NORTH $12^{\circ}26'08''$ EAST, A DISTANCE OF 169.77 FEET; THENCE NORTH $58^{\circ}00'31''$ EAST, A DISTANCE OF 264.79 FEET; THENCE NORTH $12^{\circ}01'18''$ EAST, A DISTANCE OF 450.50 FEET; THENCE SOUTH $75^{\circ}24'27''$ EAST, A DISTANCE OF 456.33 FEET; THENCE SOUTH $06^{\circ}29'14''$ EAST, A DISTANCE OF 242.67 FEET; THENCE SOUTH $72^{\circ}06'55''$ EAST, A DISTANCE OF 137.31 FEET; THENCE SOUTH $01^{\circ}41'47''$ EAST, A DISTANCE OF 105.65 FEET; THENCE SOUTH $34^{\circ}00'48''$ WEST, A DISTANCE OF 87.11 FEET; THENCE SOUTH $09^{\circ}12'39''$ WEST, A DISTANCE OF 246.69 FEET; THENCE SOUTH $19^{\circ}43'25''$ WEST, A DISTANCE OF 81.62 FEET; THENCE SOUTH $48^{\circ}25'12''$ WEST, A DISTANCE OF 260.39 FEET; THENCE SOUTH $39^{\circ}04'03''$ EAST, A DISTANCE OF 102.04 FEET; THENCE NORTH $53^{\circ}53'03''$ EAST, A DISTANCE OF 178.61 FEET; THENCE NORTH $03^{\circ}31'47''$ EAST, A DISTANCE OF 129.80 FEET; THENCE NORTH $32^{\circ}53'58''$ EAST, A DISTANCE OF 62.31 FEET; THENCE NORTH $66^{\circ}36'35''$ EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH $16^{\circ}43'11''$ EAST, A DISTANCE OF 138.07 FEET; THENCE SOUTH $58^{\circ}51'09''$ EAST, A DISTANCE OF 246.16 FEET; THENCE SOUTH $26^{\circ}58'14''$ WEST, A DISTANCE OF 455.74 FEET; THENCE SOUTH $17^{\circ}53'37''$ WEST, A DISTANCE OF 195.99 FEET; THENCE SOUTH $29^{\circ}16'54''$ WEST, A DISTANCE OF 535.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 420.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $30^{\circ}54'57''$ EAST AND A CHORD DISTANCE OF 347.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $88^{\circ}53'11''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF A 15.00 FOOT WIDE PEDESTRIAN AND BIKE PATH EASEMENT BY OFFICIAL RECORDS BOOK 474, PAGE 120 OF THE PUBLIC RECORD OF SAID COUNTY, A DISTANCE OF 527.23 FEET; THENCE SOUTH $10^{\circ}05'32''$ WEST ALONG SAID WESTERLY EASEMENT LINE, A DISTANCE OF 343.50 FEET; THENCE NORTH $75^{\circ}30'00''$ WEST LEAVING SAID EASEMENT LINE, A DISTANCE OF 59.16 FEET; THENCE NORTH $19^{\circ}42'53''$ EAST, A DISTANCE OF 40.68 FEET; THENCE SOUTH $87^{\circ}43'12''$ WEST, A DISTANCE OF 210.59 FEET; THENCE SOUTH $57^{\circ}33'16''$ WEST, A DISTANCE OF 458.03 FEET; THENCE NORTH $60^{\circ}38'42''$ WEST, A DISTANCE OF 233.55 FEET; THENCE NORTH $52^{\circ}45'41''$ EAST, A DISTANCE OF 121.63 FEET; THENCE NORTH $16^{\circ}42'45''$ WEST, A DISTANCE OF 269.25 FEET TO THE POINT OF BEGINNING.

Supplemental Dec - 2/20/98

PARCEL 508

PART OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°51'06" WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 930.96 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED NORTH PARK ROAD (A PROPOSED 60 FOOT RIGHT-OF-WAY); THENCE NORTH 30°57'09" EAST LEAVING SAID SOUTH LINE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 580.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 170.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°31'47" EAST AND A CHORD DISTANCE OF 169.90 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 65°09'24" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 561.48 FEET; THENCE NORTH 23°11'06" EAST, A DISTANCE OF 1138.46 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY (A 500 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 66°48'54" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 480.85 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°45'53" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 808.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 22°41'29" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 599.09 FEET; THENCE SOUTH 16°13'06" WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2268.26 FEET; THENCE NORTH 74°15'57" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT (A 330 FOOT RIGHT-OF-WAY BY OFFICIAL RECORDS BOOK 375, PAGES 206 AND 207 OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 1281.61 FEET; THENCE SOUTH 26°04'23" WEST ALONG SAID EASEMENT LINE, A DISTANCE OF 133.54 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 06°48'22" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE

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SOUTHWESTERLY HAVING A RADIUS OF 1400.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 521.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°28'23" WEST AND A CHORD DISTANCE OF 518.28 FEET TO A POINT ON SAID CURVE, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID PROPOSED NORTH PARK ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING SEVENTEEN COURSES: COURSE NO. 1) NORTH 45°44'06" EAST, A DISTANCE OF 37.44 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 80.00 FEET; COURSE NO. 2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°43'20" EAST AND A CHORD DISTANCE OF 94.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3) THENCE NORTH 26°17'26" WEST, A DISTANCE OF 96.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 410.00 FEET; COURSE NO. 4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 283.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°28'03" WEST AND A CHORD DISTANCE OF 278.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5) THENCE NORTH 13°21'17" EAST, A DISTANCE OF 81.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 330.00 FEET; COURSE NO. 6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 204.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°22'29" WEST AND A CHORD DISTANCE OF 200.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7) THENCE NORTH 22°06'06" WEST, A DISTANCE OF 58.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1030.00 FEET; COURSE NO. 8) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°53'03" WEST AND A CHORD DISTANCE OF 64.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 9) THENCE NORTH 25°39'58" WEST, A DISTANCE OF 429.21 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 270.00 FEET; COURSE NO. 10) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°43'23" WEST AND A CHORD DISTANCE OF 27.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 11) THENCE NORTH 19°46'43" WEST, A DISTANCE OF 88.68 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 52.00 FEET; COURSE NO. 12) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF

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36.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH
00°32'55" EAST AND A CHORD DISTANCE OF 36.13 FEET TO THE POINT OF
TANGENCY OF SAID CURVE; COURSE NO. 13) THENCE NORTH 20°52'39"
EAST, A DISTANCE OF 24.16 FEET TO THE POINT OF CURVE OF A CURVE,
CONCAVE WESTERLY HAVING A RADIUS OF 430.00 FEET; COURSE NO. 14)
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF
125.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH
12°31'19" EAST AND A CHORD DISTANCE OF 124.97 FEET TO THE POINT
OF TANGENCY OF SAID CURVE; COURSE NO. 15) THENCE NORTH 04°10'00"
EAST, A DISTANCE OF 40.75 FEET TO THE POINT OF CURVE OF A CURVE,
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 290.00 FEET; COURSE NO.
16) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC
DISTANCE OF 135.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD
BEARING OF NORTH 17°33'33" EAST AND A CHORD DISTANCE OF 134.34
FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 17)
THENCE NORTH 30°57'09" EAST, A DISTANCE OF 35.56 FEET TO THE
POINT OF BEGINNING.

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