

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of PLANTATION BAY COMMUNITY ASSOCIATION, INC.*

*a corporation organized under the Laws of the State of Florida,
filed on January 8, 1986*

The charter number for this corporation is N12897

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of January, 1986.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

FILED
1996 JAN - 8 AM 4: 10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

The undersigned, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, files these Articles of Incorporation and certifies as follows:

ARTICLE I

NAME

The name of the Corporation shall be Plantation Bay Community Association, Inc.. For convenience, the Corporation shall be referred to in this instrument as the "Association."

ARTICLE II

PURPOSES

A. The purposes for which the Association is organized are:

(i) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay (hereinafter the "Declaration"), establishing a Master Land Use Plan which is part of the public records of Flagler and Volusia Counties, Florida, as amended from time to time, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners in the Plantation Bay development.

B. The Association shall make no distributions of income to its members, directors, or officers.

C. All terms used herein which are not defined shall have the same meaning provided in the Declaration.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration, or the By-Laws of this Association.

B. The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Declaration, including, without limitation, the following:

(i) to fix and to collect assessments or other charges to be levied against the Units;

(ii) to manage, control, operate, maintain, repair, and improve property subjected to the Declaration or any other property for which the Association by rule, regulation, Declaration, or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under any Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of Unit Owners;

(v) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right of interest therein for any purpose of the Association;

(vi) to borrow money for any purpose as may be limited in the By-Laws;

(vii) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(x) to provide any and all supplemental municipal services as may be necessary or proper.

C. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article III are

independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision in Article III.

ARTICLE IV

MEMBERS

A. The Association shall be a membership corporation without certificates or shares of stock.

B. The owner of each Unit subject to the Declaration shall be a member of the Association and shall be entitled to vote in accordance with the formula set forth in the Declaration, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

C. Change of membership in the Association shall be established by recording in the public records of the County where the Unit is located, a deed or other instrument establishing record title to a Unit subject to the Declaration and written notice to the Association of such change in title. The owner designated by such instrument thereby becomes a member of the Association, and the membership of the prior owner is terminated.

D. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of his Unit.

ARTICLE V

TERM

The Association shall be of perpetual duration.

ARTICLE VI

DIRECTORS

A. The affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The initial Board of Directors shall consist of three (3) directors. The number of directors may be either increased or diminished from time to time in accordance with the By-Laws, but shall never be less than three (3) and shall always be an odd number.

B. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Jerry S. Johnson	Alice M. Olson
533 N. Nova Road - Suite 106	533 N. Nova Road - Suite 106
Ormond Beach, FL 32074	Ormond Beach, FL 32074

David Galshack
533 N. Nova Road - Suite 106
Ormond Beach, FL 32074

C. The method of election and term of office, removal, and filling of vacancies shall be as set forth in the By-Laws. The Board may delegate such operating authority to such companies, individuals, and committees as it, in its discretion, may determine.

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who

shall serve until their successors are designated by the Board of Directors are as follows:

Jerry S. Johnson, President	Alice M. Olson, Secretary
533 N. Nova Road - Suite 106	533 N. Nova Road - Suite 106
Ormond Beach, FL 32074	Ormond Beach, FL 32074

David Galshack, Treasurer
533 N. Nova Road - Suite 106
Ormond Beach, FL 32074

ARTICLE VIII

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation may be proposed and adopted as provided in Chapter 617, Florida Statutes, provided that no amendment may be in conflict with the Declaration, and provided, further, no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration.

ARTICLE X

INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is as follows:

Frederick B. Karl, Jr.
150 Magnolia Avenue
Post Office Box 191
Daytona Beach, FL 32014

ARTICLE XI

REGISTERED AGENT AND OFFICE

The initial registered agent of the Corporation is Palmetto Charter Services, Inc., 150 Magnolia Avenue, Daytona Beach, Florida 32014.

IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature this 7th day of January, 1986.



Frederick B. Karl, Jr.

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing Articles of Incorporation were acknowledged before me this 7th day of January, 1986, by Frederick B. Karl, Jr., for the purposes expressed in such Articles.



Notary Public, State of Florida
at Large

My Commission Expires: _____

[NOTARY SEAL]

Notary Public, State of Florida
My Commission Expires June 9, 1987
bonded thru my fair-Insurance, Inc.

CERTIFICATE DESIGNATING REGISTERED
AGENT AND STREET ADDRESS FOR
SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, Plantation Bay Community Association, Inc. hereby designates Palmetto Charter Services, Inc., 150 Magnolia Avenue, (P.O. Box 191), Daytona Beach, Florida 32014, as its registered agent and the street address of its registered office for service of process within the State of Florida.

PLANTATION BAY COMMUNITY
ASSOCIATION, INC.

By 
Incorporator

ACCEPTANCE OF DESIGNATION

I hereby accept the foregoing designation as registered agent of Plantation Bay Community Association, Inc. for service of process within the State of Florida.

PALMETTO CHARTER SERVICES, INC.

By: 
J. Lester Kaney, President

30050074

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 805

PLANTATION BAY COMMUNITY ASSOCIATION

089403

FILED FOR RECORD
RECORD VERIFIED

JUN 7 12 42 PM '87

W. J. ...
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

This instrument prepared by:

Cobb & Cole
150 Magnolia Avenue
Post Office Box 191
Daytona Beach, Florida 32015
(904) 255-8171

3 0 0 5 0 0 7 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 806

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
PLANTATION BAY
- TABLE OF CONTENTS -

	<u>Page</u>
I. DEFINITIONS	2
§ 1.01 Area of Common Responsibility.....	2
§ 1.02 Association.....	2
§ 1.03 Board of Directors or Board.....	2
§ 1.04 Commercial Point.....	2
§ 1.05 Commercial Unit.....	2
§ 1.06 Common Area.....	2
§ 1.07 Common Expenses.....	2
§ 1.08 Community-Wide Standard.....	3
§ 1.09 District.....	3
§ 1.10 General Assessment.....	3
§ 1.11 Land Segment.....	3
§ 1.12 Land Segment Owner.....	3
§ 1.13 Master Land Use Plan.....	3
§ 1.14 Member.....	3
§ 1.15 Owner.....	3
§ 1.16 Person.....	4
§ 1.17 Properties.....	4
§ 1.18 Residential Association.....	4
§ 1.19 Residential Unit.....	4
§ 1.20 Special Assessment.....	4
§ 1.21 Subdistrict.....	4
§ 1.22 Subdistrict Assessments.....	4
§ 1.23 Subsequent Amendment.....	5
§ 1.24 Unit.....	5
§ 1.25 Voting Member.....	5
II. PROPERTY RIGHTS	5
III. MEMBERSHIP AND VOTING RIGHTS	6
§ 3.01 Membership.....	6
§ 3.02 Voting Rights.....	6
§ 3.03 Veto.....	8

3 0 0 5 0 0 7 6

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 807

IV. MAINTENANCE	8
\$ 4.01 Association's Responsibility.....	8
\$ 4.02 Owner's Responsibility.....	9
V. INSURANCE AND CASUALTY LOSSES	9
\$ 5.01 Association Insurance.....	9
\$ 5.02 Individual Insurance.....	12
\$ 5.03 Disbursement of Proceeds.....	12
\$ 5.04 Damage and Destruction.....	13
\$ 5.05 Repair and Reconstruction.....	13
VI. NO PARTITION	13
VII. CONDEMNATION	14
VIII. ANNEXATION OF ADDITIONAL PROPERTY	14
\$ 8.01 Annexation Without Approval of Membership.....	14
\$ 8.02 Annexation With Approval of Membership.....	15
\$ 8.03 Acquisition of Additional Common Area...	15
\$ 8.04 Amendment.....	15
IX. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	15
\$ 9.01 Common Area and Rights-of-Way.....	15
\$ 9.02 Gatehouse and Contribution to Flagler County Sheriff's Office.....	15
\$ 9.03 Road Improvements.....	16
\$ 9.04 Personal Property and Real Property for Common Use.....	16
\$ 9.05 Rules and Regulations.....	16
\$ 9.06 Implied Rights.....	16
X. ASSESSMENTS	16
\$ 10.01 Creation of Assessments.....	16
\$ 10.02 Computation of Assessment.....	17
\$ 10.03 Special Assessments.....	18
\$ 10.04 Lien for Assessments.....	18
\$ 10.05 Capital Budget and Contribution.....	19
\$ 10.06 Date of Commencement of Annual Assessments.....	19
\$ 10.07 Subordination of the Lien to First Mortgages.....	19
\$ 10.08 Capitalization of Association.....	20
\$ 10.09 Effect on Declarant.....	20

3 0 0 5 0 0 7 7

OFF. REC. 277 PAGE 808

BOOK PAGE
VOLUSIA COUNTY
PLANS

XI. ARCHITECTURAL		20
§ 11.01	New Construction Committee.....	21
§ 11.02	Modifications Committees.....	21
§ 11.03	Liability.....	22
§ 11.04	Watt-Wise Program.....	22
XII. USE RESTRICTIONS AND RESTRICTIVE COVENANTS		22
§ 12.01	Use Restrictions.....	22
§ 12.02	Restrictive Covenants for Residential Units.....	23
XIII. GENERAL PROVISIONS		25
§ 13.01	Term.....	25
§ 13.02	Amendment.....	25
§ 13.03	Indemnification.....	26
§ 13.04	Delegation of Use.....	26
§ 13.05	Easements of Encroachment.....	26
§ 13.06	Easements for Utilities, Etc.....	26
§ 13.07	Construction and Sale.....	27
§ 13.08	Severability.....	28
§ 13.09	Right of Entry.....	28
§ 13.10	Perpetuities.....	28
§ 13.11	Golf Balls.....	28
§ 13.12	Litigation.....	28
XIV. MORTGAGEES' RIGHTS		29
§ 14.01	Notices of Action.....	29
§ 14.02	Other Provisions for First Lien Holders.	29
§ 14.03	Amendments to Documents.....	30
§ 14.04	Special FHLMC Provision.....	31
XV. DECLARANT'S RIGHTS		31
XVI. PLANTATION BAY SPORTS, INC.		32
§ 16.01	Conveyance of Plantation Bay Sports, Inc.....	32
§ 16.02	Rights of Membership, Access and Parking.....	32
§ 16.03	Architectural Control.....	32
§ 16.04	Limitations on Amendments.....	33
§ 16.05	Jurisdiction and Cooperation.....	33

3005007A

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 809

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PLANTATION BAY

This Declaration of Covenants, Conditions, and Restrictions is made this 4th day of April, 1986, by Ecocen Corporation, a Florida corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by Subsequent Amendment (as defined herein) be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

30050079

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 810

ARTICLE I
Definitions

§ 1.01 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any Residential Association, any commercial establishment or association, any golf, sports or country club, or any apartment building owner or cooperative within the Properties become the responsibility of the Association or a governmental entity. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Area of Common Responsibility.

§ 1.02 "Association" shall mean and refer to Plantation Bay Community Association, Inc., a Florida corporation not for profit, and its successors and assigns.

§ 1.03 "Board of Directors" or "Board" shall be the governing body of the Association having its normal meaning under Florida law.

§ 1.04 "Commercial Point" shall mean and refer to the basic unit used for determining memberships and assessments for a Commercial Unit. Each Commercial Unit shall be assigned one Commercial Point for each acre of land, or portion thereof, as shown on a plat, (excluding streets and common areas), and one Commercial Point for each one thousand (1,000) square feet of gross floor area (rounded to the nearest one thousand (1,000) square feet). By way of illustration, a Commercial Unit on 5/8 acre of land with 2,500 square feet of gross floor area will be assigned one (1) Commercial Point for the land and three (3) Commercial Points for the floor area, or a total of four (4) Commercial Points. Commercial Points for gross floor area shall be assigned to Commercial Units when the improvements intended for use and occupancy have been erected and either a notice of completion has been filed or a certificate of occupancy has been obtained from the appropriate governmental agency.

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, including rental apartments, as may be developed, used, and defined as herein provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

§ 1.06 "Common Area" shall mean and refer to all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

§ 1.07 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may

3 0 0 5 0 0 8 0

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 811

be found to be necessary and appropriate by the Board pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association.

§ 1.08 "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee, the Modifications Committee or the Board of Directors.

§ 1.09 "District" shall mean and refer to separately designated residential or commercial areas representing a political unit for the purpose of electing members of the Board of Directors. Districts shall not be required to be equal in population and a District may be comprised of non-contiguous property. The Declarant may at any time, and from time to time until the termination of Class "B" membership as provided in Section 3.02(b) of this Declaration, establish and alter or reestablish the boundaries of Districts. After termination of the Class "B" membership, the Board of Directors, by a two-thirds (2/3) vote, may modify and amend the District boundaries. Such change in District boundaries shall not constitute an amendment to this Declaration and shall not require the formality thereof. In the absence of specific designation of separate District status, all Properties made subject to this Declaration shall be considered a part of the same District.

§ 1.10 "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

§ 1.11 "Land Segment" shall mean and refer to ~~any~~ property subject to this declaration which is held for the purpose of development as Commercial or Residential Units.

§ 1.12 "Land Segment Owner" shall mean and refer to one or more persons or entities, other than the Declarant, who hold record title to any Land Segment and who shall be deemed to own as many Units as shown on the Master Land Use Plan, or if platted, as shown on the plat map.

§ 1.13 "Master Land Use Plan" shall mean and refer to the plan for the development of the Properties most recently approved by Volusia and Flagler Counties, Florida, as may be amended from time to time.

§ 1.14 "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

§ 1.15 "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Commercial or Residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Commercial or Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner. Owner shall also be deemed to include a Land Segment Owner and the Declarant.

30050081

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 812

§ 1.16 "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

§ 1.17 "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned or acquired by the Association.

§ 1.18 "Residential Association" shall mean a condominium or homeowner association which has been formed to care for common property and/or facilities which are used exclusively by the members of the Residential Association. A Residential Association shall have no voting rights with the Association, but may have the authority to levy assessments within its jurisdiction.

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon.

Apartments which are converted to the condominium form of ownership shall, upon recordation of a Declaration of Condominium, automatically cease to be a Commercial Unit and shall become Residential Units.

§ 1.20 "Special Assessment" shall mean and refer to assessments levied in accordance with Section 10.03 of this Declaration.

§ 1.21 "Subdistrict" shall mean and refer to a geographical area or areas, usually comprised of one housing type of similar density or commercial area representing a political unit for the purpose of electing Voting Members. A Subdistrict may, but is not required to be comprised of the Units in a Residential Association. Subdistricts shall not be required to be equal in population and a Subdistrict may be composed of non-contiguous property. The Declarant may, at any time, and from time to time until the termination of the Class "B" membership as provided in Section 3.02(b) of this Declaration, establish and alter or reestablish the boundaries of a Subdistrict. After the termination of the Class "B" membership, the Board of Directors, by a two-thirds (2/3) vote may modify such Subdistrict boundaries. Such amendment shall not constitute an amendment to this Declaration and shall not require the formality thereof. In the absence of specific designation of separate Subdistrict status, all Properties made subject to this Declaration shall be considered part of the same Subdistrict.

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the

3 0 0 5 0 0 8 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 813

purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Subdistrict Assessment shall be levied equally against Owners of Commercial or Residential Units in a Subdistrict for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of improvements or assessments, for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular units) shall be levied on a pro rata basis among benefited Owners.

§ 1.23 "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

§ 1.24 "Unit" shall be an inclusive term referring to both Commercial Units and Residential Units. For the purposes of this Declaration, a Unit shall come into existence when the lot is platted, or in the case of a condominium, when the declaration of condominium is recorded in the public records.

§ 1.25 "Voting Member" shall mean and refer to the Declarant, a Land Segment Owner, as well as the representative selected by the Members in each Subdistrict who shall be responsible for election of Directors, amending this Declaration, the Articles of Incorporation or the By-Laws, and all other matters provided for in this Declaration. The Voting Member from each Subdistrict shall be the senior elected officer (e.g., Subdistrict Committee Chairman or Association President) from that component; the alternate Voting Member shall be the next most senior officer.

ARTICLE II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to the terms of this Declaration and to any restrictions or limitations contained in any Deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property; provided, however that every Owner shall have an unrestricted right of ingress and egress between the Owner's Unit and a public road. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

3 0 0 5 0 0 8 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 814

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

Access to the golf course and to the Sports Club facilities or to a part thereof is strictly subject to the rules and procedures of the Sports Club, Plantation Bay Sports, Inc. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy of a Commercial or Residential Unit.

ARTICLE III
Membership and Voting Rights

§ 3.01 Membership. Every Owner of a Residential Unit shall be deemed to have one (1) membership in the Association, regardless of the number of Persons who constitute the Owner. The rights and privileges of membership, including the right to vote as set forth herein, may be exercised by a Member or the Member's spouse.

Every Owner of a Commercial Unit shall be deemed to have one (1) membership in the Association for every three (3) Commercial Points assigned to the Commercial Unit, regardless of the number of Persons who constitute the Owner. When calculating the number of memberships for any Commercial Unit, the Commercial Points assigned to that Unit shall be totaled and rounded to the nearest whole number divisible by three (3). In no event shall an Owner of a Commercial Unit be assigned a fraction of a membership. The membership rights of a Commercial Unit shall be exercised by the Owner or, in the case of a corporate or partnership Owner, by the individual designated in a written instrument provided to the Secretary of the Association.

Membership in the Association shall pass with the title to each Unit as an appurtenance thereto.

§ 3.02 Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" members, if any.

Class "A" Members shall be entitled to one (1) vote in the Association for each membership as set forth in Section 3.01 hereof. The Sports Club, Plantation Bay Sports, Inc. shall have no voting rights in the Association. Land Segment Owners shall be entitled to one (1) vote for each Unit for which a full assessment is being paid, and one (1) vote for every four (4) Units which are being assessed at a reduced rate in accordance with Section 10.01 hereof; provided, however, that when calculating the number of votes for any Land Segment, the Units which are being assessed at a reduced rate shall be totaled and rounded to the nearest whole number

3 0 0 5 0 0 8 4

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 815

that is divisible by four (4). In no event shall a Land Segment Owner be permitted to cast a fraction of a vote.

There shall be only one vote per membership. When more than one Person is the Owner of any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one Person seeks to exercise it.

Any Owner of a Unit which is leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The Class "B" Member shall be a Voting Member and shall be entitled to cast the number of votes which are contained in the total of all Class "A" Members, plus one (1) vote.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when seventy-five percent (75%) of the Residential Units permitted by the Master Land Use Plan for the property described in Exhibits "A" and "B" have been conveyed;

(ii) January 1, 2006; or

(iii) when, at its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member. At such time, the Declarant shall call a meeting, as provided in the By-Laws of the Association for special meetings, to advise the membership of the termination of Class "B" status and to elect the remaining members of the Board of Directors.

(c) Voting Members. Only Voting Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-Laws of the Association, and all other matters which may be brought before the Association membership. The membership of each Subdistrict shall annually select one Voting Member who shall be deemed to have a non-revocable proxy for all Members within that Subdistrict for that year. The membership of each Subdistrict shall also select an alternate who shall serve as the Voting Member in the event the Voting Member is unable to serve. A Voting Member selected by a Majority of the Members within the Subdistrict shall have the authority to cast the total number of votes as are located within that particular Subdistrict. No Member shall have the right to cancel, withdraw or otherwise affect the right of the Voting Member to cast the total number of votes within that

3 0 0 5 0 0 8 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 816

Subdistrict as long as the Voting Member was properly selected by the Members of the Subdistrict.

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors or Modifications Committees shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board of Directors, the New Construction Committee or the Modifications Committees by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, the New Construction Committee, the Modifications Committees, or the Association. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the New Construction Committee, the Modifications Committees or the Association and/or the Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the New Construction Committee, the Modifications Committees or the Board of Directors and to be taken by said Committees or Board or the Association or any individual member of the Association if Board, Committees, or Association approval is necessary for said action. Said veto may be exercised by Declarant, its representatives, or agents within ten (10) days after the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of any Committee, or the Board or the Association.

ARTICLE IV Maintenance

§ 4.01 Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as

3 0 0 5 0 0 8 F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 817

hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, internal roadways, rights of way, drainage canals, retention ponds, lakes and any improvements which may be situated upon such areas. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area which shall be maintained out of regular assessments for Common Expenses.

The Association may, at the discretion of its Board, assume the maintenance responsibilities set out in this or in any Subsequent Amendment or Declaration subsequently recorded which creates any Residential Association, District or Subdistrict or upon any Land Segment upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those Members residing in the District, Subdistrict or Residential Association to which the services are provided. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

§ 4.02 Owner's Responsibility. In accordance with any additional Declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties and in accordance with this Declaration, all maintenance of a Unit and all structures, parking areas, and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with this Declaration, the Community-Wide Standards and the applicable covenants; provided further, if this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided however, whenever entry is not required in an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE V
Insurance and Casualty Losses

§ 5.01 Association Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to, and shall, obtain blanket all-risk insurance, if reasonably available, for all insurable improvements in the Common Area and may, but shall not be obligated to assume the responsibility for providing the same insurance coverage on the Properties contained within a District, Subdistrict or Residential Association. If blanket all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. For those portions of the Common Area within the flood hazard area, the Association shall obtain flood insurance, if reasonably available. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

3 0 0 5 0 0 8 7

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 818

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred percent (100%) of the replacement cost of all structures comprising Residential Units. If the Association elects not to obtain such insurance, then an individual District or Subdistrict may obtain such insurance as a common expense of the District or Subdistrict to be paid by District or Subdistrict Assessments. In the event such insurance is obtained by either the Association, a District, a Subdistrict or a Residential Association, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association, District, Subdistrict or Residential Association, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury resulting from the operation, maintenance or use of the Common Areas, or caused by the negligence of the Association or any of its Members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association; premiums for insurance provided to Residential Associations, Districts or Subdistricts shall be charged to those Associations, Districts or Subdistricts. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Deductibles on damage caused by errant golf balls shall be allocated either to the Owner or golfer as provided by law, but under no circumstances shall the Association be responsible.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Section 1.10 and as more particularly described in Article X hereof.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida and holding a rating of A-XI or better in the Financial Category as

3 0 0 5 0 0 8 8

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DEF. REC. 277 PAGE 819

established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Subdistrict or Residential Association shall be for the benefit of the Owners and Mortgagees of Units within the District, Subdistrict or Residential Association.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

3 0 0 5 0 0 8 9

BOOK PAGE
VOLUEIA QUINTY
PLANNING

OFF. REC. 277 PAGE 820

In addition to the other insurance required by this Section 5.01, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

§ 5.02 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Units and structures constructed thereon as provided for in Section 5.01 unless the Association, District, Subdistrict or Residential Association in which the Unit is located (which it is not obligated to do so) carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

A District, Subdistrict or Residential Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

§ 5.03 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in § 5.04, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in § 5.03(a) hereof.

§ 5.04 Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area (or to the common property of any District, Subdistrict or Residential Association) shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total votes of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event the Properties shall be restored to their natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

§ 5.05 Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners in proportion to their membership interest as set forth in Section 3.01 hereof. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 5.04 in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the

3 0 0 5 0 0 9 1

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 822

Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed by the Board acting on the written direction of all Voting Members in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and the Voting Members representing at least seventy-five percent (75%) of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to repair after casualty damage or destruction shall apply. If the taking does not involve any improvements in the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
Annexation of Additional Property

§ 8.01 Annexation Without Approval of Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the year 2006, to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Public Records of Volusia County and/or Flagler County an amendment annexing such Properties. Such Subsequent Amendment to this Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property

3 0 0 5 0 0 9 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 823

described in said Exhibit "B", attached hereto, and that such transfer is memorialized in a written, recorded instrument.

§ 8.02 Annexation with Approval of Membership. Subject to the consent of the owner thereof, upon the written consent, or affirmative vote of the Voting Members representing a Majority of the Association other than Declarant, and of the Declarant so long as Declarant owns property described in Exhibit "A" or "B" hereof, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 8.01, the Properties shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of Volusia County and/or Flagler County, a Subsequent Amendment in respect to the Properties being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 8.02, and to ascertain the presence of a quorum at such meeting.

§ 8.03 Acquisition of Additional Common Area. Declarant may convey additional real estate, improved or unimproved, located within the properties described in Exhibit "B", which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

§ 8.04 Amendment. This Article VIII shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A" or "B" hereof.

ARTICLE IX
Rights and Obligations of the Association

§ 9.01 Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, maintenance and control of the Common Area and all access and drainage canals, easements, including retention areas, including off-site down stream drainage areas, the internal roadways and rights-of-way, and all improvements thereon, and shall keep them in good, functioning, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. On October 1 of each year the Association shall deliver to the County Commission of Flagler County an audit report prepared by a certified public accountant verifying the escrow amount and certifying their adequacy to meet the Association obligation. The County Managers of Volusia and Flagler Counties, in consultation with their County Engineers or auditor may review this escrow fund to verify that adequate funds will be available for all obligations hereunder.

3 0 0 5 0 0 9 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 824

§ 9.02 Gatehouse. The Association shall provide for the limited access to the properties by the use of manned or electronic gate house.

§ 9.03 Road Improvements. No governmental agency, including the government of Flagler or Volusia County, shall ever be responsible for the maintenance, upkeep or improvements of any private drives, pedestrian and bicycle paths, sidewalks, roads, streets, easements or rights-of-way providing ingress and egress to the Properties. The above referenced responsibilities shall be ascribed to the Association and assessment proceeds of the Association shall be escrowed for needed improvements and repairs to rights-of-way within the Properties. On October 1 of each year the Association shall deliver to the County Commission of Flagler County an audit report prepared by a certified public accountant verifying the escrow amount and certifying their adequacy to meet the Association obligation. The County Managers of Volusia and Flagler Counties, in consultation with their County Engineers or auditor may review this escrow fund to verify that adequate funds will be available for all obligations hereunder.

§ 9.04 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

§ 9.05 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances on the Properties for the benefit of the Association and its Members.

§ 9.06 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X Assessments

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units

3 0 0 5 0 0 9 4

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DEL. REC. 277 PAGE 825

which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

Subdistrict Assessments shall be levied against Residential or Commercial Units in particular portions of the Properties or in Residential Associations for whose benefit Common Expenses are incurred which benefit less than the Association as a whole as determined by the Board in its sole discretion.

Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, including Special Assessments, together with interest at the rate of eighteen percent (18%) per annum or highest legal rate, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

All Assessments, including Special Assessments, together with interest, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, shall also be the personal obligation of the person who was ~~the~~ Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance only to the extent expressly assumed, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments.

The Association is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the Common Expenses.

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Association and the Class "B" Member.

3 0 0 5 0 0 9 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 826

Notwithstanding the foregoing, however, in the event the Voting Members disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of the Voting Members representing a majority of the Association, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than ten percent (10%) or the amount which the Consumer Price Index for Florida has increased over the previous fiscal year, whichever is greater; provided however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

§ 10.03 Special Assessments. In addition to the assessments authorized in Section 10.01, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided however, such assessment shall have the vote or written assent of the Voting Members representing fifty-one percent (51%) of the Class "A" and Class "B" Members; provided further, after the conversion of the Class "B" membership, any such assessment shall have the vote or written assent of the Voting Members representing fifty-one percent (51%) of the total votes of the Association other than the Declarant. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Subdistrict, Land Segment Owner or Residential Association to reimburse the Association for costs incurred in bringing the Subdistrict, Land Segment or Residential Association into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

§ 10.04 Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for all unpaid assessments, including Special Assessments, on the respective Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. In addition to the rights of the Association set forth in Section 10.01 hereof, suit to recover a money judgment for unpaid Common Expenses and attorney's fees may be maintainable without foreclosing or waiving the lien securing the same. After

3 0 0 5 0 0 9 F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC. 277 PAGE 827

notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit or Land Segment at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure:

- (a) No right to vote shall be exercised on its behalf;
- (b) no assessment shall be assessed or levied on it; and
- (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure.

§ 10.05 Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 10.02 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

§ 10.07 Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, his successors and

3 0 0 5 0 0 9 7

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 828

assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including such acquirer, his successors and assigns.

§ 10.08 Capitalization of Association. Upon acquisition of record title to a Residential Unit from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) of the amount of the annual General Assessment for that Residential Unit as determined by the Board. This amount shall be deposited by the buyer into the purchase and sales escrow and disbursed therefrom to the Association.

§ 10.09 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary herein, for so long as Declarant (or any of its affiliates) is the owner of any Unit or undeveloped property described in Exhibit "A" or "B", the Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Units owned by it, or (ii) not paying assessments on any Units and in lieu thereof funding any resulting deficit in the Association's operating expense not produced by assessments receivable from Owners other than Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any ~~surplus~~ carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. When all Units within the Properties are sold and conveyed to purchasers, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions. In no event shall Declarant ever be obligated to pay a Special Assessment.

ARTICLE XI
Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 11.01 and 11.02, including the recovery of damages, costs, reasonable attorneys' fees (including appellate attorney's fees and costs) and declaratory and injunctive relief. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land described in Exhibit "A" or "B" hereof.

No construction, which term shall include within its definition staking, clearing, excavation, grading, or other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

3 0 0 5 0 0 9 P

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 829

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the Properties, computed on an area basis, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

§ 11.02 Modifications Committees. The Residential Modifications Committee (RMC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The RMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, the RMC may delegate this authority to the appropriate board or committee of any District, Subdistrict or Residential Association subsequently created or subsequently subjected to this Declaration so long as the RMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the RMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice to the District, Subdistrict or Residential Association.

The Commercial Modifications Committee (CMC) shall consist of at least three (3) and no more than five (5) members, all of who shall be appointed by the Board of Directors. The CMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Commercial Units or structures containing Commercial Units and the open space, if any, appurtenant thereto; provided however, the CMC may delegate this authority to the appropriate board or committee of any commercial association subsequently created or subsequently subjected to this Declaration so long as the CMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the CMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice to the Commercial Association.

The Modifications Committees shall promulgate detailed standards and procedures governing their areas of responsibility and practice. In addition thereto, the

3 0 0 5 0 0 9 9

BOOK PAGE
VOLUSIA COUNTY
FLOI '9A

OFF. REC. 277 PAGE 830

following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the appropriate Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plan and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the appropriate Modifications Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

§ 11.03 Liability. Neither the NCC, the RMC or the CMC nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval or any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or (c) the development of any property within the Properties, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the NCC, RMC or CMC, or any member thereof, may but is not required to, consult with or hear the views of any member of the Association with respect to any plans, drawings, specifications or any other proposal submitted to such Committee.

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard. Such facilities or units shall be certified by the utility as having merited the Watt-Wise designation or equivalent.

ARTICLE XII
Use Restrictions and Restrictive Covenants

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and the Common Area, including common property of any Subdistrict or Residential Association, and to impose reasonable user fees for facilities, including, but not

3 0 0 5 0 1 0 0

BOOK PAGE
VOLUSIA COUNTY

OFF. REC. 277 PAGE 831

limited to, vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any.

There shall be no swimming in any of the lakes, ponds or retention areas within the Properties. There shall be no removal of water, no discharge of any materials or water, no removal or interference with aquatic vegetation and no alteration of the banks or shoreline of any lake, pond or retention area within the Properties.

No golf carts shall be used as a normal means of transportation from one location to another within the Properties, and all use of such golf carts shall be limited to golf-related activities.

§ 12.02 Restrictive Covenants for Residential Units. No Residential Unit shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, trade or business of any kind, including professional office use, of any portion of any Residential Unit. No building shall be erected, altered, placed or permitted to remain on any Unit except those approved in accordance with Article XI hereof, the CDC-LUS, and the following general restrictions:

(a) No building or structure shall be erected on, placed upon, altered, or permitted to remain on any Residential Unit unless and until the Owner submits the floor plan, elevation, site clearing plan, and abbreviated specifications (including exterior material and colors) and such plans have been reviewed and approved by the New Construction Committee, as provided herein. The New Construction Committee shall review the proposed building or structure (including plans and specifications for same) for compliance with the Community Development Code and the Land Use Standards, to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

(b) All front, side and rear setback and lot line construction restrictions for the Properties shall be as prescribed for single family residences in the Planned Unit Development Agreement between the Declarant and the County of Volusia, Florida and the Planned Unit Development Agreement between the Declarant and the County of Flagler, Florida. No residence shall contain less than 700 square feet of enclosed living area (excluding attached garages). All garages shall be attached to the residence, and each garage shall be of sufficient size so as to accommodate at least two medium-size automobiles.

(c) No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Residential Unit as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the New Construction Committee for use during construction only.

(d) No truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof). No automobile shall be permitted to park on the street

30050101

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 832

(including the right-of-way thereof) overnight or for a continuous period of time in excess of five (5) consecutive hours.

(e) No boat, boat and trailer, or trailer alone shall be parked or stored or otherwise permitted to remain on any Residential Unit except in an approved garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked or stored or otherwise permitted to remain on any Residential Unit except in a garage attached to the residence.

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free in the neighborhood.

(g) No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Residential Unit, except an approved sign giving the name of the occupant of the residence located on said Residential Unit or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

(h) No obnoxious or offensive activity shall be conducted or permitted to exist upon any Residential Unit, nor shall anything be done or permitted to exist on any Residential Unit which could reasonably cause embarrassment, discomfort or annoyance to another Owner or which may be or may become an annoyance or private or public nuisance.

(i) No Residential Unit shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All Residential Units shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material.

(j) No hedge over three feet in height, and no wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Residential Unit unless and until the height, type and location thereof have been approved by the New Construction Committee or the Modifications Committee, as applicable.

(k) No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Residential Unit unless prior approval is obtained by the New Construction Committee or the Modifications Committee, as applicable.

(l) No driveway shall be constructed, maintained, altered or permitted to exist on any Residential Unit if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the Unit or in the street right-of-way or

3 0 0 5 0 1 0 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 833

swale area adjoining or abutting the Unit. All driveways must be approved by the New Construction Committee or the Modification Committee.

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant and maintain at least one (1) oak tree which will mature into a canopy tree.

(n) No one shall be permitted to install or maintain any outside television or radio antennae, masts, disks, aerials or other tower or receiving/transmitting apparatus on a Residential Unit for the purpose of audio or visual reception or transmission.

The Board shall have the power to make and enforce rules and regulations in furtherance of this Section 12.02 and nothing contained herein shall preclude the imposition of additional restrictions not inconsistent with this Declaration and the Master Land Use Plan.

ARTICLE XIII
General Provisions

§ 13.01 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

§ 13.02 Amendment. Prior to the sale of the first Residential Unit, Declarant may amend this Declaration. After such sale, subject to the requirements of Article XIV hereof, the Declarant may amend this Declaration so long as it has the right to appoint a majority of the Board of Directors; thereafter and otherwise, subject to the requirements of Article XIV hereof, this Declaration may be amended only by the affirmative vote or written consent of Voting Members representing seventy-five percent (75%) of the total votes of the Association. However, the

percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any amendment must be recorded in the Public Records of Volusia County and/or Flagler County, Florida. No amendment or change shall be made to this Declaration without the written approval of the Flagler County Board of County Commissioners.

§ 13.03 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability insurance, and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

§ 13.04 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

§ 13.05 Easements for Utilities, Etc. Declarant hereby reserves for itself, its designees (including, without limitation Plantation Bay Utility Company and any public utility), and the Association a blanket easement, and the right to grant permits, licenses and easements to third parties upon, across, over, and under all of the Common Area, and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties. Declarant specifically reserves

such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration. Without limiting the generality of the foregoing, there are hereby reserved for Plantation Bay Utility Co. easements across the Common Area and all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water and electric meter boxes. This reservation specifically includes an easement to spread treated sewage effluent over any and all golf course areas located on the Properties.

Notwithstanding anything to the contrary contained in this Section 13.05, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or the Declarant. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall not have the power to dedicate any part of the Common Areas to the appropriate local, state, or federal governmental entity.

§ 13.06 Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereof, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 13.07 shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

§ 13.07 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

§ 13.08 Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to make emergency repairs, to perform other work reasonably necessary for the proper maintenance and operation of the Properties, and to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

§ 13.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

§ 13.10 Golf Balls. The Common Area and the common property of any Subdistrict or Residential Association is burdened with an easement permitting golf balls unintentionally to come upon the Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Common Areas and such common property to retrieve errant golf balls.

ARTICLE XIV Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Residential Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIV apply to both this Declaration and to the By-Laws of the Association. Where indicated, these

3 0 0 5 0 1 0 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 837

provisions apply only to "eligible holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

§ 14.01 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed an Owner of a Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

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

(d) any proposed action which would require the consent of eligible holders, as set forth in Sections 14.02 and 14.03 of this Article.

§ 14.02 Other Provisions for First Lien Holders. To the extent possible under Florida law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages of Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to mortgages held by such eligible holders are allocated is obtained.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to mortgages held by such eligible holders are allocated.

30050104

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 838

§ 14.03 Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.02(a) and (b) of this Article XIV, or to the addition of land in accordance with Article VIII.

(a) The consent of at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land described in Exhibit "A" or "B" hereof, and the approval of the eligible holders of first mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The consent of at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land described in Exhibit "A" or "B" hereof, and the approval of eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to a mortgage appertain, shall be required to make a material amendment to any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessments liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use of the Common Area;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (viii) boundaries of any Residential Unit;
- (ix) leasing of Residential Units;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Residential Units;

30050105

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 839

(xi) establishment of self-management by the Association where professional management has been required by an eligible holder;

(xii) convertibility of Units into Common Areas or vice versa; or

(xiii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or issuers of first mortgages on Residential Units.

(c) If an amendment to the documents is not of a material nature, the implied approval of a eligible mortgage holder shall be assumed when such eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

§ 14.04 Special PHLMC Provision. So long as required by The Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing three Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcements thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy for the Common Area, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XV Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not

3005010F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 840

reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Volusia County and/or Flagler County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

ARTICLE XVI
Plantation Bay Sports, Inc.

§ 16.01 Conveyance of Plantation Bay Sports, Inc. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled thereby becomes the owner(s) and/or operator(s) of the Sports Club, (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club, or (d) the conveyance of the Sports Club to the Association, with or without consideration and subject or not subject to mortgage(s) or other encumbrances. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer, even in the case of a conveyance of the Sports Club to the Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

§ 16.02 Rights of Membership, Access and Parking. The Sports Club and its members (regardless of whether such members are Owners hereunder), employees, agents, contractors, and designers shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrance within the Properties to and from the Sports Club and, further, over those portions of the Properties (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Sports Club and its facilities. Without limiting the generality of the foregoing, members of the Sports Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Common Areas at reasonable times before, during, and after golf tournaments and other approved functions held at the Sports Club.

§ 16.03 Architectural Control. Neither the Association, the Modifications Committees, nor any Subdistrict or Residential Association or similar committee or board thereof, shall approve or permit any construction, addition, alteration,

30050107

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 841

change, or installation on or to any portion of the Properties which are adjacent to, or otherwise in the direct line of sight from, the Sports Club property without giving the Sports Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Sports Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of the Sports Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Sports Club's right to object to the matter so submitted. This Section shall also apply to any work on the Common Areas hereunder or any Common Areas/elements of a Subdistrict or a Residential Association, if any. The Sports Club shall not be subject to the requirements of Article XI hereof. Nevertheless, the Sports Club must provide written notice to the Board of Directors prior to construction upon the Sports Club property. In the event the Board, by a majority vote, determines that the proposed construction poses a potential threat to the health and welfare of the membership, then the Sports Club shall be required to comply with the review process established in Article XI hereof.

§ 16.04 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Sports Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Sports Club or, in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

§ 16.05 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Sports Club shall cooperate to the maximum extent possible in the operation of the Properties and the Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 4th day of April, 1986.

EGOCEN CORPORATION
a Florida Corporation

By: Francois Lazare
Francois Lazare, President

Attest:
David Galshack
David Galshack, Secretary

CDPL03
LE188

3005010R

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

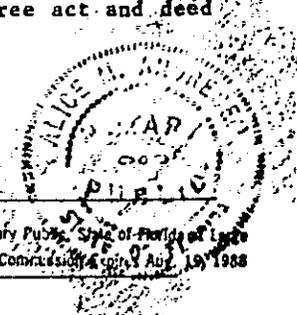
OFF. REC. 277 PAGE 842

BEFORE me personally appeared Francois Lazare and David Galshack, to me well known to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above-named corporation and acknowledged to and before me that they executed such instrument as President and Secretary of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 21 day of April, 1986.

[Signature]
NOTARY PUBLIC

My Commission Expires: My Commission Expires Aug 19 1988



80050109

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 834

percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any amendment must be recorded in the Public Records of Volusia County and/or Flagler County, Florida. No amendment or change shall be made to this Declaration without the written approval of the Flagler County Board of County Commissioners.

§ 13.03 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability insurance, and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

§ 13.04 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

§ 13.05 Easements for Utilities, Etc. Declarant hereby reserves for itself, its designees (including, without limitation Plantation Bay Utility Company and any public utility), and the Association a blanket easement, and the right to grant permits, licenses and easements to third parties upon, across, over, and under all of the Common Area, and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties. Declarant specifically reserves

30050110

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 835

such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration. Without limiting the generality of the foregoing, there are hereby reserved for Plantation Bay Utility Co. easements across the Common Area and all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water and electric meter boxes. This reservation specifically includes an easement to spread treated sewage effluent over any and all golf course areas located on the Properties.

Notwithstanding anything to the contrary contained in this Section 13.05, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or the Declarant. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall not have the power to dedicate any part of the Common Areas to the appropriate local, state, or federal governmental entity.

§ 13.06 Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible ~~for~~ Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereof, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

CDPL03
LE188

30050111

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 836

This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 13.07 shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

§ 13.07 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

§ 13.08 Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to make emergency repairs, to perform other work reasonably necessary for the proper maintenance and operation of the Properties, and to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

§ 13.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be ~~unlawful~~, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

§ 13.10 Golf Balls. The Common Area and the common property of any Subdistrict or Residential Association is burdened with an easement permitting golf balls unintentionally to come upon the Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Common Areas and such common property to retrieve errant golf balls.

ARTICLE XIV Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Residential Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIV apply to both this Declaration and to the By-Laws of the Association. Where indicated, these

3 0 0 5 0 1 1 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 844

DISTANCE OF 315.51 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE SOUTH 39 DEGREES 17 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.78 FEET, CENTRAL ANGLE OF 29 DEGREES 38 MINUTES 20 SECONDS, AND A CHORD BEARING OF SOUTH 54 DEGREES 06 MINUTES 08 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN DEED BOOK 448, PAGE 126, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID LINE NORTH 01 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 155.83 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 3340.24 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 1182.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.34 ACRES

IN ADDITION TO THE FOREGOING PROPERTY, TRACT RW-8 OF THE PLANTATION BAY SCHOOL SITE, AS PER PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE PROPERTY IS REFLECTED ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PLAT BOOK 27, PAGES 40 THROUGH 49.

CDPLO3
LE188/36

30050112

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 843

EXHIBIT "A"

LAND INITIALLY SUBMITTED

A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND A PORTION OF BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF SAID SECTION 3, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10 A DISTANCE OF 1398.59 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; CENTRAL ANGLE OF 38 DEGREES 37 MINUTES 01 SECONDS, AND A CHORD BEARING OF SOUTH 46 DEGREES 43 MINUTES 16 SECONDS WEST; THENCE DEPARTING SAID SECTION LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.00 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 26 MINUTES 22 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A

CDPLO3
LE188/35

30050113

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277nce 844

DISTANCE OF 315.51 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE SOUTH 39 DEGREES 17 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.78 FEET, CENTRAL ANGLE OF 29 DEGREES 36 MINUTES 20 SECONDS, AND A CHORD BEARING OF SOUTH 54 DEGREES 06 MINUTES 06 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN DEED BOOK 446, PAGE 128, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID LINE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST A DISTANCE OF 155.83 FEET; THENCE NORTH 50 DEGREES 26 MINUTES 19 SECONDS WEST A DISTANCE OF 3340.24 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 1182.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.34 ACRES

IN ADDITION TO THE FOREGOING PROPERTY, TRACT RW-8 OF THE PLANTATION BAY SCHOOL SITE, AS PER PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE PROPERTY IS REFLECTED ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PLAT BOOK 27, PAGES 40 THROUGH 49.

CDPLO3
LE188/36

30050114

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 845

EXHIBIT "B"

Land Subject to Annexation with Approval
of the Owner of the Subject Land

That part of Township 13 South, Range 31 East, in Flagler County and Volusia County, Florida, being South of Old Dixie Highway, East of U.S. Highway No. 1 (State Road No. 5), and West of Interstate Highway No. 95 (State Road No. 9).



89 003082
FILED & RECORDED
O.R. BOOK 277 PAGE 845

86 APR -1 12:21
J. Tucker, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.



I HEREBY CERTIFY this to be a true and correct copy of the original _____

Plantation Bay

R/C & E
as the same appears of record in O. R. /
Deed Book 277 at Page(s) 845-845
Flagler County Records.

Dated this 7th day of April
A. D. 1986

SHELTON B. BARBER
Clerk Circuit Court
Flagler County, Florida

By J. Tucker D.C.

30050115

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0248

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLANTATION BAY
AS RECORDED IN OFFICIAL RECORDS
BOOK 277, PAGES 805 THROUGH 845, PUBLIC
RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, ECOGEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.6 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.05 of Article I is hereby amended to read in full as follows:

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, excluding rental apartments, as may be developed, used, and defined as herein provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

2. Section 1.19 of Article I is hereby amended to read in full as follows:

TBG248
MKMS02

30050116

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0308 PAGE 0249

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon. All apartment units shall be considered Residential Units.

3. Section 1.22 of Article I is hereby amended to read in full as follows:

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

4. Section 3.03 of Article III is hereby amended to read in full as follows:

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors, New Construction Committee or Modifications Committees shall become

3 0 0 5 0 1 1 P

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

6. The first paragraph of Section 10.01 of Article X is hereby amended to read in full as follows:

OFF REC 0308 PAGE 0251

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit or until two (2) years after the purchase of that particular Land Segment, whichever occurs first. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

7. The first paragraph of Section 10.02 of Article X is hereby amended to read in full as follows:

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Voting Members and the Class "B" Member.

8. Section 10.06 of Article X is hereby amended to read in full, including the underscored portion, as follows:

TBG248
MKMS02

30060119

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0252

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

9. Section 11.01 of Article XI is hereby amended to read in full as follows:

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the property described in Exhibit "B" hereto, computed on an area basis, has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

10. Section 11.04 of Article XI is hereby amended to read in full as follows:

TBG248
MKMS02

OFF REC 0308 PAGE 0253

30050120

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard if such program is in effect. Such facilities or units shall be certified by the utility as having obtained the Watt-Wise designation or equivalent.

11. The first paragraph of Section 12.01 of Article XII is hereby amended to read in full as follows:

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association. Any subsequently recorded declaration, covenants or restrictions upon any portion of the Properties for individual Land Segments, phases or Subdistricts which are not executed by the Declarant shall be void unless and until the Board of Directors executes and records in the public records a joinder and consent to such declaration, covenants or restrictions.

12. Paragraph (f) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free on the Properties. Any pet deemed to be a nuisance by the Board of Directors shall be removed from the Properties at the owner's expense.

13. Paragraph (m) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for

3 0 0 5 0 1 2 1

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0254

approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant, or cause to be planted, a minimum of two (2) native oak shade trees at a minimum 3 1/2" circumference at 4 feet above ground level for each Residential Unit if none exists on the lot which would shade the house.

14. Paragraph (o) of Section 12.02 of Article XII is hereby created to read in full as follows:

(o) No ornamental statuary of any type, including but not limited to bird baths, fountains and lawn statues shall be permitted to be placed upon any Residential Unit without the prior written consent of the New Construction Committee or the Modifications Committee, as applicable.

15. Section 16.01 of Article XVI is hereby amended to read in full as follows:

§ 16.01 Conveyance of Plantation Bay Sports, Inc. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled

30050122

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0308 PAGE 0255

thereby becomes the owner(s) and/or operator(s) of the Sports Club, or (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 24 day of March, 1987.

ECOCEN CORPORATION, a Florida corporation

By: Francois Lazare
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 24th day of March, 1987, by Francois Lazare, President, and David Galshak, Secretary of Ecocen Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires

JUNE 16, 1987



87 MAR 21 10:08
P. Jucka, Jr.
CLERK OF COURT
FLAGLER COUNTY, FLORIDA

87/003645
NO. FILED & RECORDED
OR BOOK 308 PAGE 255

TBG248
MKMS02
Return:
Coas & Cole
P.O. Box 191
Daytona Beach, FL
32015

089403

BY-LAWS

- TABLE OF CONTENTS -

	<u>Page</u>
I. NAME, MEMBERSHIP, APPLICABILITY, AND DEFINITIONS	1
§ 1.01 Name.....	1
§ 1.02 Principal Office.....	1
§ 1.03 Definitions.....	1
II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES	1
§ 2.01 Membership.....	1
§ 2.02 Place of Meetings.....	1
§ 2.03 Annual Meetings.....	1
§ 2.04 Special Meetings.....	2
§ 2.05 Notice of Meetings.....	2
§ 2.06 Waiver of Notice.....	2
§ 2.07 Adjournment of Meetings.....	3
§ 2.08 Voting.....	3
§ 2.09 Proxies.....	3
§ 2.10 Majority.....	3
§ 2.11 Quorum.....	3
§ 2.12 Conduct of Meetings.....	3
§ 2.13 Action Without A Meeting.....	3
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	4
A. <u>Composition and Selection</u>	
§ 3.01 Governing Body; Composition.....	4
§ 3.02 Number of Directors.....	4
§ 3.03 Directors During Declarant Control.....	4
§ 3.04 Veto.....	5
§ 3.05 Nomination of Directors.....	5
§ 3.06 Election and Term of Office.....	5
§ 3.07 Removal of Directors and Vacancies.....	6
§ 3.08 Voting Procedure for Directors.....	6
B. <u>Meetings</u>	
§ 3.09 Organization Meetings.....	6
§ 3.10 Regular Meetings.....	6
§ 3.11 Special Meetings.....	6
§ 3.12 Waiver of Notice.....	7

- TABLE OF CONTENTS -
(continued)

	<u>Page</u>
§ 3.13 Quorum of Board of Directors.....	7
§ 3.14 Adjourned Meetings.....	7
§ 3.15 Compensation.....	7
§ 3.16 Conduct of Meetings.....	8
§ 3.17 Open Meetings.....	8
§ 3.18 Executive Session.....	8
§ 3.19 Action Without a Formal Meeting.....	8
C. <u>Powers and Duties.</u>	
§ 3.20 Powers.....	8
§ 3.21 Management Agent.....	10
§ 3.22 Accounts and Reports.....	10
§ 3.23 Borrowing.....	12
§ 3.24 Rights and Limitations of the Association....	12
§ 3.25 Hearing Procedures.....	13
IV. OFFICERS	14
§ 4.01 Officers.....	14
§ 4.02 Election, Term of Office, and Vacancies.....	14
§ 4.03 Removal.....	14
§ 4.04 Powers and Duties.....	14
§ 4.05 Resignation.....	14
§ 4.06 Agreements, Contracts, Deeds, Leases, Checks, Etc.....	14
V. COMMITTEES	15
§ 5.01 General.....	15
§ 5.02 Covenants Committee.....	15
§ 5.03 District Committees.....	15
VI. MISCELLANEOUS	16
§ 6.01 Fiscal Year.....	16
§ 6.02 Parliamentary Rules.....	16
§ 6.03 Conflicts.....	16
§ 6.04 Books and Records.....	16
§ 6.05 Notices.....	17
§ 6.06 Amendment.....	17

BY-LAWS
OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.

ARTICLE I
Name, Membership, Applicability, and Definitions

§ 1.01 Name. The name of the Association shall be Plantation Bay Community Association, Inc. (hereinafter sometimes referred to as the "Association").

§ 1.02 Principal Office. The principal office of the Association in the State of Florida shall be located in Flagler County, Florida. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

§ 1.03 Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Plantation Bay (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit such meaning.

ARTICLE II
Association: Meetings, Quorum, Voting, Proxies

§ 2.01 Membership. The Association shall have two (2) classes of membership. Class "A" and "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

§ 2.02 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

§ 2.03 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings of the Association shall be of the Voting Members or their alternates, and the voting rights of all Members shall be exercised through the Voting Member representing the district within which a member's Unit

is located. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Voting Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Association shall be held at a date and time as set by the Board of Directors.

§ 2.04 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

§ 2.05 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

§ 2.06 Waiver of Notice. Waiver of notice of meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member, shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, or which proper notice was not given, is raised before the business is put to a vote.

§ 2.07 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by his or her alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remain present in person, and provided further that any action taken shall be approved by at least a majority of the Voting Members required to constitute a quorum.

§ 2.08 Voting. The voting and membership rights of the Members shall be as set forth in the Declaration, and such voting and membership rights provisions are specifically incorporated herein.

§ 2.09 Proxies. Voting Members may not vote by proxy but only in person or through the alternate Voting Member.

§ 2.10 Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number.

§ 2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing one-third (1/3) of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

§ 2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

§ 2.13 Action Without A Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be

taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

§ 3.01 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 3.02 of this Article, the Directors shall be Members, spouses of such Members or officers of corporate Members; provided, however, no person and his or her spouse may serve on the Board at the same time, and only one officer of a corporate Member may serve on the Board at the same time.

§ 3.02 Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than nine (9), but shall always be an odd number. The initial Board shall consist of three (3) members and are identified in the minutes of the first meeting of the Board.

§ 3.03 Directors During Declarant Control. The initial Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. The Directors selected by the Declarant need not be Owners or residents, but all other Directors must be Members of the Association. At such time when twenty percent (20%) of the total number of Units shown in the Master Land Use Plan have been sold, the Board of Directors shall be increased to a total of five (5) members, with one (1) Director being elected by the Class "A" Members of the Association and the remaining four (4) Directors being appointees of the Declarant. At such time when forty percent (40%) of the Units are sold, two (2) Directors of the five (5) member Board shall be elected by the Class "A" Members.

Upon termination of the Class "B" membership, the number of Directors shall be increased to nine (9) members who shall be elected by the membership of the Association. With the creation of the nine (9) member Board, every District shall be represented by at least one (1) Director who shall be a resident of the District he or she represents, and shall be elected by the Voting Members within that District.

§ 3.04 Veto. The Veto power of the Declarant shall be as set forth in the Declaration, and such Veto provisions are specifically incorporated herein.

§ 3.05 Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by the District Committee. The District Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

§ 3.06 Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members other than the Declarant own at least twenty percent (20%) of the Units permitted in the Master Land Use Plan for the property described in Exhibit "B", or whenever the Declarant earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Declarant shall elect one of the Directors. The Director so elected shall not be subject to removal by the Declarant acting alone and shall be elected for the shortest term available.

Within thirty (30) days after the time Class "A" Members other than the Declarant own at least forty percent (40%) of the Units permitted in the Master Land Use Plan for the property described in Exhibit "B" or whenever the Declarant earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Declarant shall elect two (2) of the Directors. The Directors so elected shall not be subject to removal by the Declarant acting alone and shall be elected for the shortest terms available.

(b) At the first annual meeting of the membership after the termination of the Class "B" membership and at each annual meeting of the membership thereafter. Directors shall be elected by the Voting Members.

The initial terms of the Directors shall be fixed at the time of their election as they among themselves shall determine. So long as there are three (3) Directors, the term of one (1) Director shall be fixed at one (1) year and the term of two (2) Directors shall be fixed at two (2) years. So long as there are five (5) or more Directors, there shall be concurrent terms for no more than two (2) members. At the expiration of the initial term of office of each respective member

of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Voting Members.

§ 3.07 Removal of Directors and Vacancies. Directors may be removed for cause or for no cause. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of Voting Members other than the Declarant. As long as there is a Class "B" Member, any Director appointed by the Declarant may only be removed by the Declarant. After the termination of the Class "B" status, a Director appointed by the Declarant may be removed by a vote of seventy-five percent (75%) of the votes of the Association.

In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

§ 3.08 Voting Procedure for Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election, the Voting Members, in respect to each vacancy, may cast as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be no cumulative voting. The persons receiving the largest number of votes shall be elected.

B. Meetings.

§ 3.09 Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

§ 3.10 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting, provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

§ 3.11 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the

meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) telegram, charges prepaid. All such notice shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

§ 3.12 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as through taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

§ 3.13 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

§ 3.14 Adjourned Meetings. If any meetings of the Board of Directors cannot be held because a quorum is not present, a majority of the members of the Board who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time such meeting was originally called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

§ 3.15 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

§ 3.16 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

§ 3.17 Open Meetings. Subject to the provisions of Section 3.18 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

§ 3.18 Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

§ 3.19 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board members have been obtained.

C. Powers and Duties.

§ 3.20 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment against the proportionate shares of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month, unless otherwise accelerated as provided for in the Declaration;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operating, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entires thereupon shall be available for examination by the Owners and the Mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a Residential Unit, any Owner of a Residential Unit, any first Mortgagee, on the holders, insurers, and guarantors of a first Mortgage on any Residential Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Residential Unit and, as it may apply, the Land Segment, or any District, or other residential association, and all other books, records, and financial statements of the Association;

(n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Project; and

(o) enter into contracts for monitoring security, medical or fire protection for the Units within the Properties.

§ 3.21 Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 3.20 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

§ 3.22 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of Twenty-Five Dollars (\$25.00) and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Management Agent from vendors, independent contractors, or otherwise providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Management Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Residential Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income Statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis;

(iii) an Account Status Report reflecting the status of all accounts in an "actual" versus "approved" budget format with a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expended chart of accounts);

(iv) a Balance Sheet of an accounting date which is the last day of the month closest in time to three (3) months from the date of closing of the first sale of Residential Unit in the project, and an Operating Statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date;

(v) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(vi) a Delinquency Report listing all owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent. (A monthly installment of the assessment shall be considered to be delinquent on the fifteen (15th) day of each month.); and

(vii) an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand (\$75,000.00) Dollars. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

§ 3.23 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Section 10.03, of the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

§ 3.24 Rights and Limitations of the Association. With respect to the Common Areas or other Association responsibilities, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other homeowners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of the Directors of the Association. Upon the termination of the Class "B" membership, the Association shall not be bound, either directly or indirectly, to any agreement (including management contracts) unless both parties to the agreement have the

right, upon ninety (90) days or less written notice, to terminate such agreement without cause and without penalty at any time after the termination of the Class "B" membership.

§ 3.25 Hearing Procedure. The Board shall not impose a fine or suspend voting rights unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee (as described in Section 5.02 hereof) in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and

(iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

ARTICLE IV Officers

§ 4.01 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary.

§ 4.02 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

§ 4.03 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

§ 4.04 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

§ 4.05 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

§ 4.06 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by

the President or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V
Committees

§ 5.01 General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

§ 5.02 Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

§ 5.03 District Committees. In addition to other committees, as provided in Section 5.01 of this Article, there shall be District Committee for each of the Districts contained on the Properties. Each District Committee shall consist of three (3) members; provided, however, by vote of at least fifty percent (50%) of the Members of the District, this number may be increased to five (5). The District Committees shall be appointed and elected in the manner provided for Directors in Sections 3.02 and 3.05 hereof. Any Director elected from a District shall be an ex officio member of the Committee. It shall be the responsibility of the District Committee to nominate Directors and to determine the nature and extent of services, if any, to be provided to the District by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A District Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

In the conduct of its duties and responsibilities, each District Committee shall comply with Sections 3.06, 3.07, 3.08, 3.09, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17 and 3.18 of these By-Laws. Each Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.

There may be Subdistrict Committees within a District and a Subdistrict Committee is subject to all the provisions of this Article V.

ARTICLE VI
Miscellaneous

§ 6.01 Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

§ 6.02 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

§ 6.03 Conflicts. If there are conflicts or inconsistencies between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

§ 6.04 Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Association, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(d) Financial Statement. Upon written request, an "eligible holder" of a first mortgage of any Unit shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

§ 6.05 Notices. Unless otherwise provided in these By-Laws, all notice, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, with postage prepaid.

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residential Unit of such Owner; or

(b) if to the Association, the Board of Directors, or the Management Agent, at the principal office of the Association or the Management Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

§ 6.06 Amendment. Prior to the sale of the first Residential Unit, Declarant may amend the By-Laws, so long as it still owns property described in Exhibit "A" or "B" of the Declaration for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner. Thereafter, these By-Laws may be amended by the Board of Directors. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Plantation Bay Community Association, Inc., a Florida corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereon held on the 14TH day of APRIL, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14TH day of April, 1986.

Alicia Marie Olson

Secretary

(SEAL)

RIVE
518

OFF REC 0318 PAGE 0961

30110737

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

ANNEXATION OF ADDITIONAL PROPERTY
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida corporation (the "Declarant"), is the owner of the real property described in Exhibit "A" attached hereto (the "Annexed Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay (the "Declaration") was recorded in Official Records Book 277 Page 805 Public Records of Flagler County, Florida and in Official Records Book 3005 Page 0074 Public Records of Volusia County, Florida; and

WHEREAS Declarant desires to provide a flexible and reasonable procedure for the overall development of the Annexed Property and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Annexed Property as is now or may hereafter be subject to the Declaration; and

WHEREAS, Section 8.01 of the Declaration provides that the Declarant shall have the unilateral right to impose the Declaration upon the Annexed Property by filing in the Public Records of Volusia and Flagler County an instrument annexing such properties; and

WHEREAS, Declarant intends by this instrument to impose the Declaration upon the Annexed Property for the benefit of all owners of the Annexed Property and all property subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the described in Exhibit "A" shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 7th day of July, 1987.

ECOCEN CORP., a Florida corporation

By: Francois Lazare
Francois Lazare, President

Attest: [Signature]
Dimitrie Galshin, Secretary

095906

FILED FOR RECORD
RECORD VERIFIED

JUL 22 4 07 PM '87

[Signature]
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

[CORPORATE SEAL]

30110738

OFF REC 0318 PAGE 0952

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF *Volusia*

The foregoing instrument was acknowledged before me this 7th day of July, 1987 by Francois Lazare and David Galshack, President and Secretary, respectively, of Ecocen Corp., a Florida corporation.

Gail A. Glock
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

30110730

BOOK PAGE
VOLUSIA COUNTY

OFF 0318 PAGE 0983
REC



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

PLANTATION BAY PHASE I-B GOLF COURSE & CLUBHOUSE IN VOLUSIA COUNTY

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET TO THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, AND THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 161.65 FEET; THENCE SOUTH 20 DEGREES 49 MINUTES 59 SECONDS EAST A DISTANCE OF 260.76 FEET; THENCE NORTH 69 DEGREES 10 MINUTES 01 SECONDS EAST A DISTANCE OF 316.55 FEET; THENCE SOUTH 20 DEGREES 49 MINUTES 59 SECONDS EAST A DISTANCE OF 169.00 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 01 SECONDS WEST A DISTANCE OF 387.66 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 54 SECONDS WEST A DISTANCE OF 118.85 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 06 SECONDS EAST A DISTANCE OF 161.83 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 54

EXHIBIT "A"
Page 1 of 9

30110740

BOOK PAGE
VOLUSIA COUNTY, FLORIDA

SEE REC 0318 PAGE 0934



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 53 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 217.70 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 27 SECONDS EAST A DISTANCE OF 134.29 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 06 SECONDS EAST A DISTANCE OF 400.00 FEET TO THE WESTEMLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (SR-9) A 300 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 1347.39 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 43 DEGREES 55 MINUTES 06 SECONDS WEST A DISTANCE OF 380.79 FEET; THENCE NORTH 35 DEGREES 16 MINUTES 29 SECONDS WEST A DISTANCE OF 144.64 FEET; THENCE NORTH 58 DEGREES 56 MINUTES 03 SECONDS WEST A DISTANCE OF 152.79 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 07 SECONDS WEST A DISTANCE OF 188.62 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST A DISTANCE OF 140.00 FEET; THENCE NORTH 83 DEGREES 36 MINUTES 50 SECONDS EAST A DISTANCE OF 98.82 FEET; THENCE SOUTH 46 DEGREES 32 MINUTES 27 SECONDS EAST A DISTANCE OF 172.19 FEET; THENCE SOUTH 37 DEGREES 34 MINUTES 41 SECONDS EAST A DISTANCE OF 344.82 FEET; THENCE SOUTH 16 DEGREES 32 MINUTES 05 SECONDS EAST A DISTANCE OF 205.55 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 35 SECONDS EAST A DISTANCE OF 90.14 FEET; THENCE SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 03 DEGREES 37 MINUTES 45 SECONDS WEST A DISTANCE OF 166.03 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES 21 SECONDS WEST A DISTANCE OF 77.62 FEET; THENCE SOUTH 75 DEGREES 01 MINUTES 26 SECONDS WEST A DISTANCE OF 151.21 FEET; THENCE SOUTH 49 DEGREES 10 MINUTES 46 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 03 SECONDS WEST A DISTANCE OF 94.51 FEET; THENCE SOUTH 60 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.72 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 212.03 FEET, CENTRAL ANGLE OF 57 DEGREES 44 MINUTES 38 SECONDS, AND A CHORD BEARING OF NORTH 27 DEGREES 55 MINUTES 08 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.69 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 570.75 FEET; THENCE NORTH 18 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 677.40 FEET; THENCE NORTH 41 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 348.99 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 52 SECONDS WEST A DISTANCE OF 300.00 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 08 SECONDS EAST A DISTANCE OF 123.97 FEET; THENCE SOUTH 48 DEGREES 30 MINUTES 22 SECONDS EAST A DISTANCE OF 139.81 FEET; THENCE NORTH 56 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 110.00 FEET; THENCE NORTH 33 DEGREES 55 MINUTES 27 SECONDS WEST A DISTANCE OF 350.15 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 32 SECONDS WEST A DISTANCE OF 339.02 FEET; THENCE NORTH 53 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 645.08 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 12 SECONDS WEST A DISTANCE OF 66.38 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 400.00 FEET, CENTRAL ANGLE OF 23 DEGREES 15 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 20 DEGREES 34 MINUTES 33.5 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 174.51 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 336.44 FEET, CENTRAL ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS, AND A CHORD BEARING OF NORTH 50 DEGREES 08 MINUTES 49

EXHIBIT "A"
Page 2 of 9

FOR: FALCON DEVELOPMENT COMPANY

JOB NO.: 86-3064

DATE: OCTOBER 29 1986

SHEET OF

30110741

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

SEE 0318 PAGE 0955



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.74 FEET; THENCE NORTH 68 DEGREES 05 MINUTES 27 SECONDS WEST A DISTANCE OF 46.26 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 479.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL B)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 4014.79 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN NORTH 82 DEGREES 39 MINUTES 48 SECONDS EAST A DISTANCE OF 88.11 FEET; THENCE NORTH 03 DEGREES 20 MINUTES 51 SECONDS EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 42 SECONDS EAST A DISTANCE OF 537.03 FEET; THENCE SOUTH 46 DEGREES 03 MINUTES 25 SECONDS WEST A DISTANCE OF 285.33 FEET; THENCE SOUTH 10 DEGREES 47 MINUTES 56 SECONDS EAST A DISTANCE OF 144.12 FEET; THENCE SOUTH 26 DEGREES 31 MINUTES 09 SECONDS WEST A DISTANCE OF 54.50 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 41 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 54 SECONDS WEST A DISTANCE OF 132.97 FEET; THENCE SOUTH 78 DEGREES 08 MINUTES 33 SECONDS WEST A DISTANCE OF 142.09 FEET; THENCE SOUTH 03 DEGREES 02 MINUTES 44 SECONDS WEST A DISTANCE OF 50.91 FEET; THENCE SOUTH 09 DEGREES 47 MINUTES 29 SECONDS EAST A DISTANCE OF 70.04 FEET; THENCE NORTH 86 DEGREES 32 MINUTES 32 SECONDS EAST A DISTANCE OF 328.55 FEET; THENCE NORTH 43 DEGREES 31 MINUTES 06 SECONDS EAST A DISTANCE OF 96.05 FEET; THENCE NORTH 64 DEGREES 31 MINUTES 41 SECONDS EAST A DISTANCE OF 115.43 FEET; THENCE NORTH 82 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 152.03 FEET, CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET, CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS, AND A CHORD BEARING OF SOUTH 62 DEGREES 55 MINUTES 39 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 629.35 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS EAST A DISTANCE OF 136.23 FEET; THENCE NORTH 68 DEGREES 27 MINUTES 37 SECONDS WEST A DISTANCE OF 261.80 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 537.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL C)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02

30110742

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0318 PAGE 0986



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 1731.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, SOUTH 89 DEGREES 36 MINUTES 47 SECONDS EAST A DISTANCE OF 191.67 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 18 SECONDS WEST A DISTANCE OF 914.85 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1080.00 FEET, CENTRAL ANGLE OF 10 DEGREES 19 MINUES 52 SECONDS, AND A CHORD BEARING OF SOUTH 04 DEGREES 46 MINUTES 39 SECONDS EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.80 FEET; THENCE SOUTH 07 DEGREES 11 MINUTES 48 SECONDS EAST A DISTANCE OF 454.89 FEET; THENCE SOUTH 41 DEGREES 43 MINUTES 19 SECONDS WEST A DISTANCE OF 297.30 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREES 00 MINUTEES 30 SECONDS WEST A DISTANCE OF 1620.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.79 ACRES.

EXHIBIT "A"
Page 4 of 9

30110743

BOOK PAGE
VOLUSIA COUNTY
FLORIDA



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

OFF 0318 PAGE 0987
REC

PLANTATION BAY PHASE I-A
(FLAGLER COUNTY FAIRWAYS)
PARCEL A

A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF SAID SECTION 10 AND DEPARTING THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 1771.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 1730.14 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 84 DEGREES 36 MINUTES 29 SECONDS WEST A DISTANCE OF 96.15 FEET; THENCE NORTH 48 DEGREES 16 MINUTES 41 SECONDS WEST A DISTANCE OF 603.91 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 512.41 FEET; THENCE NORTH 68 DEGREES 20 MINUTES 53 SECONDS EAST A DISTANCE OF 196.36 FEET; THENCE NORTH 26 DEGREES 16 MINUTES 01 SECONDS EAST A DISTANCE OF 117.25 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 43

EXHIBIT "A"
Page 5 of 9

30110744

BOOK PAGE
VOLUSIA COUNTY

REC 0318 PAGE 0988



SLIGER & ASSOCIATES, INC

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

SECONDS WEST A DISTANCE OF 127.26 FEET; THENCE NORTH 72 DEGREES 26 MINUTES 14 SECONDS WEST A DISTANCE OF 89.57 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 63 DEGREES 42 MINUTES 37 SECONDS WEST A DISTANCE OF 500.40 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 13.74 FEET; THENCE NORTH 78 DEGREES 27 MINUTES 44 SECONDS WEST A DISTANCE OF 94.88 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 149.34 FEET, CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF NORTH 64 DEGREES 34 MINUTES 55 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.36 FEET TO THE P.C.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 05 DEGREES 42 MINUTES 05 SECONDS WEST; THENCE RUN NORTHEAST ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 765.00 FEET, CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 05 SECONDS, AND A CHORD BEARING OF NORTH 47 DEGREES 33 MINUTES 58 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 220.77 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES 59 SECONDS EAST A DISTANCE OF 44.90 FEET; THENCE NORTH 83 DEGREES 42 MINUTES 17 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 166.43 FEET; THENCE NORTH 51 DEGREES 40 MINUTES 48 SECONDS EAST A DISTANCE OF 197.98 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 175.68 FEET; THENCE SOUTH 30 DEGREES 47 MINUTES 42 SECONDS EAST A DISTANCE OF 48.57 FEET; THENCE SOUTH 25 DEGREES 36 MINUTES 53 SECONDS EAST A DISTANCE OF 122.72 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 39 SECONDS EAST A DISTANCE OF 99.70 FEET; THENCE NORTH 15 DEGREES 45 MINUTES 22 SECONDS EAST A DISTANCE OF 51.83 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 20 SECONDS EAST A DISTANCE OF 374.49 FEET; THENCE NORTH 13 DEGREES 15 MINUTES 15 SECONDS EAST A DISTANCE OF 75.98 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 15 SECONDS EAST A DISTANCE OF 88.98 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING:

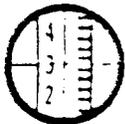
FROM THE NORTHEAST CORNER OF SAID SECTION 10, RUN SOUTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10 A DISTANCE OF 4014.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE A DISTANCE OF 537.67 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 51 DEGREES 31 MINUTES 34 SECONDS WEST A DISTANCE OF 118.13 FEET; THENCE SOUTH 21 DEGREES 39 MINUTES 12 SECONDS EAST A DISTANCE OF 65.85 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 49 SECONDS WEST A DISTANCE OF 210.67 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 11 SECONDS WEST A DISTANCE OF 345.00 FEET; THENCE NORTH 53 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 715.98 FEET; THENCE NORTH 18 DEGREES 23 MINUTES 09 SECONDS WEST A DISTANCE OF 275.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 27 SECONDS WEST A DISTANCE OF 321.49 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT, 336 FEET WIDE, AS DESCRIBED IN DEED BOOK 446, PAGE 128 AND OFFICIAL RECORDS BOOK 34, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

EXHIBIT "A"
Page 6 of 9

30110745

BOOK PAGE
VOLUSIA COUNTY

OFF 0318 PAGE 0969



SLIGER & ASSOCIATES, INC

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

THENCE ALONG SAID LINE, RUN NORTH 01 DEGREES 58 MINUTES 00 SECONDS WEST A DISTANCE OF 1039.91 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 81 DEGREES 12 MINUTES 52 SECONDS EAST A DISTANCE OF 42.77 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 327.15 FEET, CENTRAL ANGLE OF 49 DEGREES 08 MINUTES 08 SECONDS, AND A CHORD BEARING OF NORTH 56 DEGREES 38 MINUTES 48 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 280.55 FEET TO THE P.R.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1291.46 FEET, CENTRAL ANGLE OF 7 DEGREES 13 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 35 DEGREES 41 MINUTES 19 SECONDS EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 162.74 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 84 DEGREES 17 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 199.34 FEET, CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF SOUTH 64 DEGREES 34 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 96.58 FEET; THENCE SOUTH 78 DEGREES 27 MINUTES 44 SECONDS EAST A DISTANCE OF 110.96 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 118.85 FEET; THENCE SOUTH 42 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 47 DEGREES 28 MINUTES 41 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 50 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 186.05 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 45 SECONDS EAST A DISTANCE OF 167.11 FEET; THENCE SOUTH 14 DEGREES 56 MINUTES 57 SECONDS WEST A DISTANCE OF 140.43 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 81.64 FEET; THENCE SOUTH 17 DEGREES 02 MINUTES 46 SECONDS WEST A DISTANCE OF 625.03 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 51 SECONDS EAST A DISTANCE OF 485.48 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST A DISTANCE OF 311.00 FEET; THENCE SOUTH 64 DEGREES 47 MINUTES 09 SECONDS EAST A DISTANCE OF 512.31 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 42 SECONDS EAST A DISTANCE OF 184.11 FEET THENCE SOUTH 09 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 65.00 FEET; THENCE SOUTH 72 DEGREES 03 MINUTES 37 EAST A DISTANCE OF 96.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.30 ACRES.

3011074E

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF 0318 PAGE 0990
REC

LAKE DESCRIPTION

A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AS THE POINT OF BEGINNING, RUN SOUTH 2 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.39 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 161.65 FEET; THENCE NORTH 71 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 21 DEGREES 17 MINUTES 03 SECONDS EAST A DISTANCE OF 50.24 FEET; THENCE NORTH 71 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 65.77 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 53 SECONDS EAST A DISTANCE OF 114.19 FEET; THENCE NORTH 69 DEGREES 23 MINUTES 14 SECONDS EAST A DISTANCE OF 65.52 FEET; THENCE NORTH 61 DEGREES 51 MINUTES 23 SECONDS EAST A DISTANCE OF 55.76 FEET; THENCE NORTH 72 DEGREES 04 MINUTES 29 SECONDS EAST A DISTANCE OF 124.39 FEET; THENCE NORTH 69 DEGREES 16 MINUTES 49 SECONDS EAST A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9); THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 905.05 FEET; THENCE RUN NORTH 21 DEGREES 51 MINUTES 57 SECONDS WEST A DISTANCE OF 799.10 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 24 DEGREES 46 MINUTES 08 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.38 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 05 SECONDS WEST A DISTANCE OF 99.59 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 5 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 2 A DISTANCE OF 1300.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.81 ACRES

(LEGAL DESCRIPTION PER SLIGER & ASSOCIATES, INC.)

LAKE # 11 Volusia County, Florida

30110747

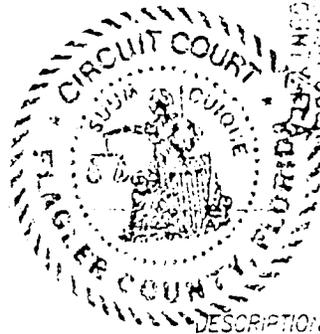
BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA

87 JAN 22 P2:41

FILED IN BOOK 318 PAGE 981-991

87/005672



REC-0318 PAGE 0991

A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND A PORTION OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF PLANTATION BAY, PHASE 1-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-46, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE EAST LINE OF SAID SECTION 10, SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 3303.87 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 78 DEGREES 17 MINUTES 49 SECONDS WEST A DISTANCE OF 285.67 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 11 SECONDS WEST A DISTANCE OF 345.00 FEET; THENCE NORTH 53 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 715.98 FEET; THENCE NORTH 18 DEGREES 23 MINUTES 11 SECONDS WEST A DISTANCE OF 275.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 27 SECONDS WEST A DISTANCE OF 321.49 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 17 SECONDS WEST A DISTANCE OF 1133.71 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 775.78 FEET, A CENTRAL ANGLE OF 29 DEGREES 36 MINUTES 20 SECONDS, AND A CHORD BEARING OF NORTH 54 DEGREES 06 MINUTES 05 SECONDS EAST; SAID POINT BEING ON THE BOUNDARY OF SAID PLANTATION BAY, PHASE 1-A; THENCE RUN EASTERLY ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET; THENCE NORTH 39 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE NORTH 58 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 20 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 315.51 FEET TO THE P.R.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 38 DEGREES 57 MINUTES 01 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 68.82 ACRES.

ENCLOSURES only Bay Pointe
Subdivision and GOLF
FAIRWAYS

RESOLUTION OF THE BOARD OF DIRECTORS
OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.

WHEREAS, Section 6.06 of the Bylaws of Plantation Bay Community Association, Inc. ("Association") provides that the Board of Directors of the Association may amend the Bylaws; and

WHEREAS, the Board of Directors desire to amend the Bylaws to reflect the revisions set forth herein.

NOW, THEREFORE, upon motion made, duly seconded and unanimously carried, the Board of Directors hereby amend the Bylaws of the Association as follows:

1. The second paragraph of Section 3.03 of Article III is hereby amended to read in full as follows:

Upon termination of the Class "B" membership, the number of Directors shall be increased to nine (9) members who shall be elected by the Voting Members. With the creation of the nine (9) member Board, every District shall be represented by at least one (1) Director who shall be a resident of the District he or she represents and shall be elected by the Voting Members within that District, and at least one (1) Director shall be elected at large by all Voting Members.

2. Section 3.05 of Article III is hereby amended to read in full as follows:

§ 3.05 Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by the District Committee, which District Committee shall be appointed by the Voting Members of the District. The District Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

3. Section 3.07 of Article III is hereby amended to read in full as follows:

§ 3.07 Removal of Directors and Vacancies. Directors may be removed for cause or for no cause. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected solely by the votes of

Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of Voting Members other than the Declarant. As long as there is a Class "B" Member, any Director appointed by the Declarant may only be removed by the Declarant. After the termination of the Class "B" status, a Director appointed by the Declarant may be removed by a vote of the Voting Members representing seventy-five percent (75%) of the total votes in the Association.

In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

4. Paragraph (1) of Section 3.20 of Article III is hereby amended to read in full as follows:

(1) keeping books with detailed accounts of receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred, and with separate accountings for each Subdistrict's Assessments,. The said books and vouchers accrediting the entires thereupon shall be available for examination by the Owners and the Mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

ADOPTED this 20th day of March, 1987.

By: [Signature]
Director

By: [Signature]
Director

By: Alice Marie Olson
Director

1050

30220075

OFF REC 0320 PAGE 0819

BOOK VOLU: 277 PAGE 805

10734

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLANTATION BAY AS RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 805 THROUGH 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

FILED FOR RECORD RECORD VERIFIED

JUN 17 10 23 AM '88

WHEREAS, ECOGEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay, and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.6 of the Bylaws of the Association; and

WHEREAS, Declarant amended the Declaration pursuant to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated March 24, 1987 and recorded in Official Records Book 0308, Pages 0248, et seq., Public Records of Flagler County, Florida; and

WHEREAS, the Declarant desires to further amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows.

Section 16.04 of Article XVI is hereby amended to read as follows:

§ 16.04 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Sports Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Sports Club or, in the case of a corporate owner, by the board of directors. The foregoing shall not apply, however, to amendments made by the Declarant. No amendment to this Declaration which affects property in Flagler County may be made unless approved by the Flagler County Commission.

MKMS02
TEG098

WICK KARR, ESQ.

30220076

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0320 PAGE 0820

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 21st day of May, 1987.

ECOCEN CORPORATION, a Florida corporation

By: [Signature]
Renan E. Delgado
Vice President

Attest: [Signature]
Secretary

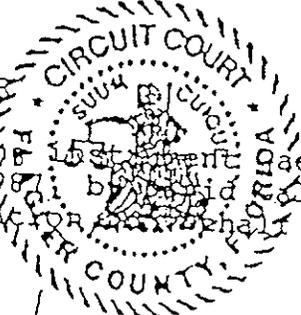
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 21st day of May, 1987, by Renan E. Delgado, Vice President, ~~and~~ ~~Secretary~~ of Ecocen Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 24, 1991
POWER UNDER GENERAL LKS. 11420.

STATE OF FLORIDA
COUNTY OF FLAGLER



The foregoing instrument was acknowledged before me this 16th day of August, 1987, by [Signature] Walshack, Secretary of Ecocen Corporation, a Florida corporation on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

87/010092
819
820

17 MAR 17 AM 9:21
J. Zucker, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

MKMS02
TEG098

**AMENDMENT TO BYLAWS OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.
EFFECTIVE AUGUST 1, 1994**

1. Section 3.01 of the Bylaws is hereby amended in its entirety as follows:

§3.01 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. All Directors, other than those appointed by Developer, shall at all times be Members in good standing of the Association. With respect to Directors elected by the Voting Members other than the Declarant, until termination of the Class "B" Membership, only Voting Members shall be qualified to serve as such Directors. With respect to Directors selected and appointed by the Declarant, any natural person shall be qualified to serve as such Directors. Following the termination of the Class B Membership, all Directors shall be Association Members.

2. Section 3.03 of the Bylaws is hereby amended in its entirety as follows:

§3.03 Directors During Declarant Control. The initial Directors shall be appointed by the Declarant acting in its sole discretion and such Directors shall serve at the pleasure of the Declarant. Effective as of the Initial Election Date (as such term is defined by Section 3.06 hereof), the number of Directors shall be increased to seven (7) members, with two (2) Directors to be elected by the Voting Members other than the Declarant, and the remaining five (5) Directors to be appointed by the Declarant for so long as the Class "B" membership shall exist.

Upon termination of the Class "B" membership, the number of Directors shall be increased to nine (9) members who shall be elected by the Voting Members. With the creation of the nine (9) member Board, every District shall be represented by at least one (1) Director who shall be a resident of the District he or she represents and who shall be elected by the Voting Members within that District. At least one (1) Director shall be elected at large by all Voting Members.

3. Section 3.05 of the Bylaws is hereby amended in its entirety as follows:

§3.05 Nomination of Directors. Prior to the termination of the Class "B" membership, nominations for Directors to be elected by the Voting Members other than the Declarant may be made by any Voting Member provided that such nominations shall be delivered to the Secretary of the Association in writing not less than seven (7) days prior to the meeting of the Voting Members at which such Directors will be elected.

Upon termination of the Class "B" membership, nominations for Directors to represent each District shall be made by each corresponding District Committee. Each District Committee shall make as many nominations for Directors to represent such District as each District Committee shall in its discretion determine, but in no event shall the total number of nominations made by the District Committees be less than the number of vacancies on the Board of Directors to be filled. All nominations made by the District Committees shall be delivered to the Secretary of the Association in writing not less than seven (7) days prior to the meeting of the Voting Members at which such Directors will be elected. Nominations for Directors at large may be made by any Voting Member provided that such nominations shall be delivered to the Secretary of the Association in writing not less than seven (7) days prior to the meeting of the Voting Members at which such Directors will be elected. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

4. Section 3.06 of the Bylaws is hereby amended in its entirety as follows:

§3.06 Election and Term of Office.

- (a) On a date no later than September 30, 1994 (the "Initial Election Date"), the Association shall call a special meeting of the Voting Members at which the Voting Members other than the Declarant shall elect two (2) of the seven (7) Directors.
- (b) At the first annual meeting of the membership of the Association after termination of the Class "B" membership, and at each annual meeting of the membership thereafter, all

Directors shall be elected by the Voting Members.

- (c) After the Initial Election Date and for so long as the Declarant shall have the right to appoint five (5) Directors, the terms of the two (2) Directors elected by the Voting Members shall be fixed at two (2) years and the terms of the five (5) Directors appointed by the Declarant shall be fixed at one (1) year. At the first annual meeting of the membership of the Association after termination of the Class "B" membership, the terms of five (5) of the Directors shall be fixed by the newly elected Board of Directors at two (2) years, and the remaining four (4) Directors' terms shall be fixed at one (1) year. In all events, the members of the Board of Directors shall hold office until their respective successors shall have been elected or appointed as elsewhere provided in these Bylaws.

5. Section 3.07 of the Bylaws is hereby amended in its entirety as follows:

§3.07 Removal of Directors and Vacancies. Directors may be removed with or without cause. Any Director whose removal is sought for any reason shall be given written notice prior to any meeting called for that purpose. A Director who was elected by the Voting Members other than the Declarant may be removed from office only by a vote of a majority of the Voting Members other than the Declarant. Any Director appointed by the Declarant may be removed from office only by the Declarant. In the event of the death or resignation of a Director elected by the Voting Members other than the Declarant, his or her successor shall be selected by a majority of the Voting Members other than the Declarant. In the event of the death or resignation of a Director appointed by the Declarant, his or her successor shall be selected and appointed by the Declarant.

6. Section 3.08 of the Bylaws is hereby amended in its entirety as follows:

§3.08 Voting Procedure for Directors. Elections of Directors shall be conducted at an annual or special meeting of the Association called in accordance with the procedure set forth in Article II of these Bylaws. At such elections, the Voting Members, in respect to each vacancy on the Board of Directors for which the Voting

Members are entitled to elect a Director, may cast as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be no cumulative voting. At all elections, the candidates receiving the largest number of votes shall be elected, and there shall be no run-off elections.

7. Section 3.13 of the Bylaws is hereby amended in its entirety as follows:

§3.13 Quorum of Board of Directors. At all meetings of the Board of Directors, two-thirds (2/3) of the Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute a valid act of the Board of Directors.

10-50
OFF REC 0377 (MS) 0210

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY
AS RECORDED IN OFFICIAL RECORDS BOOK 277,
PAGES 805 THROUGH 845,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, EOCEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277 at Pages 805 through 845 of the Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.06 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 10.02 of Article X is hereby amended to read in full as follows:

Section 10.02 Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Voting Members and the Class "B" Member.

Notwithstanding the foregoing, however, in the event of the Voting Members disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

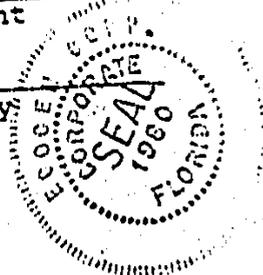
IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 19 day of December, 1988.

W. Bulluck
[Signature]

ECOCEN CORPORATION, a Florida Corporation

BY: Francois Lazare
FRANCOIS LAZARE, President

ATTEST: [Signature]
DAVID GALSHACK, Secretary



STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, FRANCOIS LAZARE and DAVID GALSHACK, as President and Secretary, respectively, of ECOCEN CORPORATION, a Florida Corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 19th day of December, 1988.

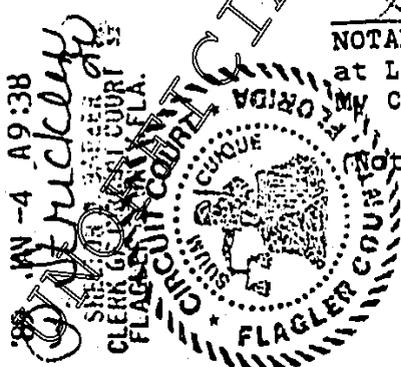
Paul C. Flock
NOTARY PUBLIC, State of Florida
at Large
My Commission Expires

(Notarial Seal)

Notary Public, State of Florida at Large
My Commission Expires March 15, 1991



NO. 89/030481
FILED & RECORDED 210-
O.R. BOOK 377 PAGE 211



Prepared by and return to:
RANDOM R. BURNETT, ESQ.
501 N. Grandview Ave.
P. O. Box 5488
Daytona Beach, FL 32119

**AMENDMENT TO BYLAWS OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.
EFFECTIVE March 27, 19 98**

1. Section 3.25 of the Bylaws is hereby amended in its entirety as follows:

§3.25 Hearing Procedure. The Board shall not impose a fine or suspend voting rights unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Covenants Committee (as described in Section 5.02 hereof) in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and

(iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held pursuant to the notice required by subparagraph (b) hereof and shall afford the alleged violator a reasonable opportunity to be heard and to present evidence. The minutes of the hearing shall contain a written statement of the results of the hearing and whether the sanction proposed by the Board is approved by the Covenants Committee. If the proposed sanction is not approved, it may not be imposed.

(d) Sanction. The Board may propose, and if approved by the Covenants Committee, impose any of the following sanctions:

(i) suspend the rights of the violator, and the violator's tenants, guests, or invitees to use the Common Area until the last to occur of (i) one month from the date the suspension is imposed; or (ii) that date upon which the violation described in the notice is abated.

(ii) for a single non-continuing violation, a fine not in excess of One Hundred Dollars (\$100.00) may be imposed.

(iii) for a continuing violation, a fine not in excess of Fifty Dollars (\$50.00) per day may be imposed, provided however, the total aggregate fine for such a continuing violation shall not exceed One Thousand and No/100 Dollars (\$1,000.00).

Fines shall be paid not later than five (5) days after notice of the imposition thereof. All monies received from fines shall be deposited into the Plantation Bay Capital Contribution Account. In the event it shall become necessary for the Association to bring legal proceedings to collect a fine, the Association shall be entitled to recover its reasonable attorneys fees and court costs in such proceedings, for trial preparation and appeal.

2. Section 5.02 of the Bylaws is hereby amended in its entirety as follows:

§5.02 Covenants Committee. The Board of Directors shall appoint a Covenants Committee of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions that the Board may adopt from time to time, the Covenants Committee shall be the hearing tribunal of the Association whose responsibilities shall include, without limitation, conducting hearings in accordance with the provisions of Section 3.25 of these Bylaws.

REC 0382 MAY 10 1984

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY AS RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 805 THROUGH 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, ECOCEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277 at Pages 805 through 845 of the Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.06 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1: The Declarant executed and delivered for recording that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay ("Second Amendment"), which Second Amendment is dated December 19, 1988, and was filed for record on January 4, 1989 and is recorded in Official Records Book 377 at Page 210 and 211 of the Public Records of Flagler County, Florida.

2. The Declarant hereby vacates, cancels of record and declares to be void and of no further effect the Second Amendment.

UNOFFICIAL DOCUMENT

OFF 0002 PAGE 0705
REC 0002 PAGE 0705

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 20th day of February, 1989.

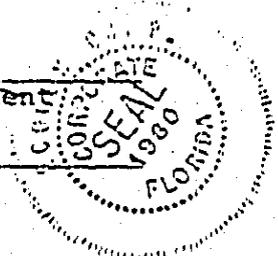
WITNESSES:

[Signature]
[Signature]

ECOCEN CORPORATION, a Florida Corporation

BY: [Signature]
STEPHEN IRWIN, Vice-President

ATTEST [Signature]
DAVID GALSHACK, Secretary



ACKNOWLEDGEMENTS

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary Public, personally appeared, STEPHEN IRWIN, as Vice-President of ECOCEN CORPORATION, a Florida Corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 16 day of February, 1989.

89/002674
PAGE 388 PAGE 755
FEB 26 09:46
G. Strickland
FLA

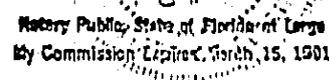


Jayne P. Marks
NOTARY PUBLIC, State of New York
at Large
My Commission Expires: [Date]
(Notarial Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, DAVID GALSHACK, as Secretary of ECOCEN CORPORATION, a Florida Corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 20th day of February, 1989.

Gail C. Glock
NOTARY PUBLIC, State of New York
at Large
My Commission Expires: [Date]
(Notarial Seal)



THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
Post Office Box 5488
Daytona Beach, Florida 32018

This instrument prepared by and)
should be returned to:)
)
Robyn Severs Braun, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)
)

**CERTIFICATE OF FOURTH AMENDMENT TO THE BYLAWS OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.**

THIS IS TO CERTIFY that the following Fourth Amendment to the Bylaws of Plantation Bay Community Association, Inc. was duly and properly adopted by the Board of Directors on November 26, 2007, in accordance with Article VI, Section 6.06 of said Bylaws.

1. ARTICLE III, Board of Directors: Number, Power, Meetings, A. Composition and Selection, § 3.07, Removal of Directors and Vacancies is deleted in its entirety and hereby amended in full to read as follows:

Directors may be removed with or without cause pursuant to the recall procedure outlined in section 720.303(10), Florida Statutes, as may be amended from time to time. In the event of death or resignation of a Director representing one of the Districts, his or her successor shall be elected by a majority vote of the Voting Members within that District. In the event of death or resignation of a Director elected At Large, his or her successor shall be elected by a majority vote of all Voting Members. Any Director elected to fill a vacancy shall be elected for the unexpired term of his or her Predecessor in office. An election to fill a vacancy created as a result of the death or resignation shall follow the same procedure as the elections held at the Annual Voting Member Meeting for the purpose of electing Directors.

2. ARTICLE II, Association: Meetings, Quorum, Voting, Proxies, § 2.09 Proxies is deleted in its entirety and hereby amended in full to read as follows:

In the event that neither the Voting Member nor the Alternate from a Subdistrict are able to attend a Voting Member Meeting duly called, the Voting Member may cast their Subdistrict's votes by Limited Proxy. The Voting Member must provide his or her selection by Limited Proxy on an approved form provided by the Association. The Voting Member shall only appoint another Voting Member as his or her proxy holder for the upcoming meeting. The Alternate does not have the authority to use a proxy. To be valid, the Limited Proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized Voting Member. The Limited Proxy is only effective for the specific meeting for which it was originally given, as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. The Limited Proxy is

revocable at any time at the pleasure of the Voting Member who executed it. Prior to the date of the meeting for which the Limited Proxy will be used, the Voting Member must give the Limited Proxy to a duly elected Voting Member who will be attending the meeting. At least five (5) business days in advance of the meeting, the Voting Member and the Alternate shall notify the Association that they are unable to attend the Voting Member meeting and that the Voting Member has given a Limited Proxy to another Voting Member. The use of a General Proxy is prohibited.

Executed at Ormond Beach, Flagler County, Florida, on this _____ day of _____, 2008.

Signed, sealed and delivered in the presence of:

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

Printed Name: _____

By: _____

Printed Name: _____

Title: President

Address: _____

Printed Name: _____

(CORPORATE SEAL)

ATTEST:

Printed Name: _____

By: _____

Printed Name: _____

Title: Secretary

Address: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____ and _____, as President and Secretary, respectively, of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [] have produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC - STATE OF FLORIDA

Print Name: _____

Commission No.: _____

Commission Expires: _____

Return To:
DAVID GALSBACK
100 PLANTATION DR.
OCEAN BCH. FL.
32174

REVOCATION OF DESIGNATION OF SUCCESSOR DECLARANT
UNDER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida Corporation ("Ecocen"), was and is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, originally recorded in Official Records Book 277, at pages 805 through 845 of the Public Records of Flagler County, Florida ("Declaration"), as the said Declaration has been amended;and,

WHEREAS, effective January 12, 1989, Ecocen executed and delivered a proposed Designation of Successor Declarant Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay "Designation of Successor Declarant"), to Plantation Bay, A DiMucci Corporation Joint Venture, Inc.;and,

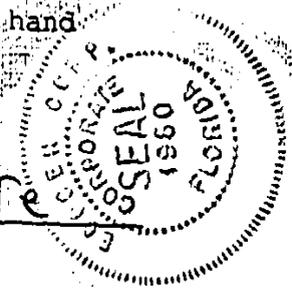
WHEREAS, Plantation Bay, A DiMucci Corporation Joint Venture, Inc., failed to accept, execute and record the Designation of Successor Declarant, and has therefore failed to become the Successor Declarant under the said Declaration,

NOW, THEREFORE, Ecocen hereby declares and states that the Designation of Successor Declarant which designated Plantation Bay, A DiMucci Corporation Joint Venture, Inc., as the Successor Declarant under the Declaration has been revoked and the said Designation of Successor Declarant is declared void. The Revocation of the said Designation of Successor Declarant is hereby acknowledged and confirmed.

IN WITNESS WHEREOF, the undersigned Ecocen Corp. has set its hand and seal this 3rd day of October 1989.

[Signature]
[Signature]

ECOCEN CORP.
By: I. Lazare

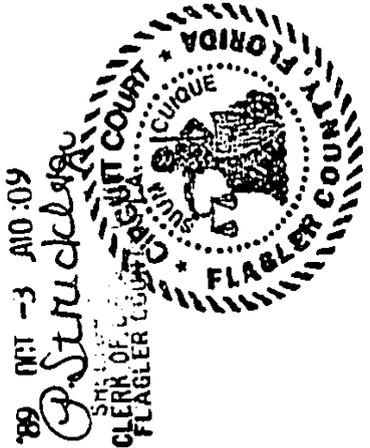


NOTICE: THIS IS AN UNOFFICIAL DOCUMENT

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared FRANCOIS LAZARE, as President of Ecocen Corp., a Florida Corporation who acknowledged execution of the foregoing instrument for the purposes therein stated, under due corporate authority this 3rd day of October, 1989.

89/ 014767
NO. FILED & RECORDED 405-
D.R. BOOK 400 PAGE 466



Gail A. Glack
NOTARY PUBLIC, State of Florida
at Large
My Commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires March 15, 1993

UNOFFICIAL DOCUMENT

19.50

OFF 0461 PAGE 0379
REC

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida Corporation, ("Ecocen") is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 277 at Pages 805 through 845 of the Public Records of Flagler County, Florida, ("Declaration"), as the said Declaration has been subsequently amended,

NOW, THEREFORE, the undersigned Ecocen and Intervest at Plantation Bay, a Florida partnership, ("Intervest") declare and state as follows:

1. Ecocen hereby relinquishes its status as Declarant under the Declaration and designates Intervest as the successor Declarant, vesting Intervest with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, Intervest hereby accepts the status as Declarant under the Declaration as of the effective date and agrees to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is January 1, 1992.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

A/R: RANDOM R. BURNETT, Esq.
P.O. BOX 5488
DAYTONA BEACH, FL 32118

PLANT.BAY\SUCCESS.DEC
RRB:JLL\12-20-91

OFF 0461 PAGE 0380
REC

WITNESSES:

Werner Schaeerer
Typed name: Werner Schaeerer

Jocelyne Jurgan
Typed name: Jocelyne Jurgan

ECOCEN CORP., a Florida corporation

BY: Jean Vernet
Jean Vernet, President

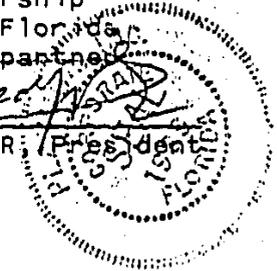
(Corporate Seal)



INTERVEST AT PLANTATION BAY, a
Florida General Partnership
BY: PLANMOR, INC., a Florida
corporation, managing partner

Anne-Marie Kerce
Typed name: Anne-Marie Kerce
Teresa Thornton-Hill
Typed name: Teresa Thornton-Hill

BY: Morteza Hosseini-Kargar
MORTEZA-HOSSEINI-KARGAR, President
(Corporate Seal)



ACKNOWLEDGEMENT FOR INTERVEST AT PLANTATION BAY

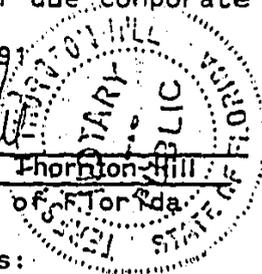
STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned Notary Public, personally
appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a
Florida Corporation, Managing Partner of INTERVEST AT PLANTATION
BAY, a Florida General Partnership, who acknowledged execution of
the foregoing for the purposes therein stated, under due corporate
authority, this 20th day of December, 1991

Teresa J. Thornton-Hill
TYPED NAME: Teresa J. Thornton-Hill
NOTARY PUBLIC, State of Florida

My Commission Expires:

(Notarial Seal) Notary Public, State of Florida At Large
My Commission Expires Feb. 19, 1993
thru Maynard Bonding Agency



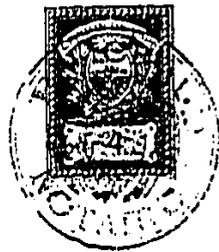
Légalisation No. 7452.-

Le soussigné PATRICE MICHAUD, NOTAIRE A NYON, POUR LE DISTRICT DE NYON, DOMICILIE A CRANS-PRES-CELIGNY, atteste l'authenticité de la signature de Monsieur Jean Vernet, apposée ci-contre.

Nyon, le quatorze janvier mil neuf cent nonante-deux.-



P. Michaud



APOSTILLE

(Convention de la Haye du 5 octobre 1961)

- 1. Pays SUISSE
- Le présent acte public
- 2. a été signé par P. MICHAUD à NYON
- 3. agissant en qualité de Notaire
- 4. est revêtu du sceau/timbre de P. MICHAUD
- Notaire

Attesté

- 5. à Lausanne 6. le 16 février 1992
- 7. par la Chancellerie d'Etat du Canton de Vaud
- 8. sous No 231
- 9. Sceau/timbre:

10. Signature:

p- Le Chancelier d'Etat:
Ph. Cuénoud

Ph. CUENOUD



Emolument : Fr. 25.--

RESOLUTION OF BOARD OF DIRECTORS OF ECOECN CORP.
A FLORIDA CORPORATION

RESOLVED, the undersigned constituting a majority of the Board of Directors and shareholders of Ecocen Corp. does hereby authorize David Galshack as an authorized signatory to execute and deliver on behalf of Ecocen Corp. any and all documents which may be necessary or appropriate in connection with the sale of real estate lots owned by Ecocen Corp., a Florida corporation, whereupon such documents shall constitute binding obligations of Ecocen Corp.

ADOPTED effective January 1, 1992.

J. Vernet

Jean Vernet, President of Ecocen

J. Vernet

Jean Vernet, President of Interhoba of Florida, Inc.



92/001345

NO. FILED & RECORDED 379-
O.R. BOOK 941 PAGE 382

92 FEB -3 P12:37

V. Hubert
SHERIFF
CLERK OF CIRCUIT COURT
FLORIDA COUNTY, FLORIDA



30050074

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 805

PLANTATION BAY COMMUNITY ASSOCIATION

089403

FILED FOR RECORD
RECORD VERIFIED

JUN 7 12 42 PM '87

W. J. ...
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

This instrument prepared by:

Cobb & Cole
150 Magnolia Avenue
Post Office Box 191
Daytona Beach, Florida 32015
(904) 255-8171

3 0 0 5 0 0 7 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 806

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
PLANTATION BAY
- TABLE OF CONTENTS -

	<u>Page</u>
I. DEFINITIONS	2
§ 1.01 Area of Common Responsibility.....	2
§ 1.02 Association.....	2
§ 1.03 Board of Directors or Board.....	2
§ 1.04 Commercial Point.....	2
§ 1.05 Commercial Unit.....	2
§ 1.06 Common Area.....	2
§ 1.07 Common Expenses.....	2
§ 1.08 Community-Wide Standard.....	2
§ 1.09 District.....	3
§ 1.10 General Assessment.....	3
§ 1.11 Land Segment.....	3
§ 1.12 Land Segment Owner.....	3
§ 1.13 Master Land Use Plan.....	3
§ 1.14 Member.....	3
§ 1.15 Owner.....	3
§ 1.16 Person.....	3
§ 1.17 Properties.....	4
§ 1.18 Residential Association.....	4
§ 1.19 Residential Unit.....	4
§ 1.20 Special Assessment.....	4
§ 1.21 Subdistrict.....	4
§ 1.22 Subdistrict Assessments.....	4
§ 1.23 Subsequent Amendment.....	5
§ 1.24 Unit.....	5
§ 1.25 Voting Member.....	5
II. PROPERTY RIGHTS	5
III. MEMBERSHIP AND VOTING RIGHTS	6
§ 3.01 Membership.....	6
§ 3.02 Voting Rights.....	6
§ 3.03 Veto.....	8

3 0 0 5 0 0 7 6

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 807

IV. MAINTENANCE	8
\$ 4.01 Association's Responsibility.....	8
\$ 4.02 Owner's Responsibility.....	9
V. INSURANCE AND CASUALTY LOSSES	9
\$ 5.01 Association Insurance.....	9
\$ 5.02 Individual Insurance.....	12
\$ 5.03 Disbursement of Proceeds.....	12
\$ 5.04 Damage and Destruction.....	13
\$ 5.05 Repair and Reconstruction.....	13
VI. NO PARTITION	13
VII. CONDEMNATION	14
VIII. ANNEXATION OF ADDITIONAL PROPERTY	14
\$ 8.01 Annexation Without Approval of Membership.....	14
\$ 8.02 Annexation With Approval of Membership.....	15
\$ 8.03 Acquisition of Additional Common Area...	15
\$ 8.04 Amendment.....	15
IX. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	15
\$ 9.01 Common Area and Rights-of-Way.....	15
\$ 9.02 Gatehouse and Contribution to Flagler County Sheriff's Office.....	15
\$ 9.03 Road Improvements.....	16
\$ 9.04 Personal Property and Real Property for Common Use.....	16
\$ 9.05 Rules and Regulations.....	16
\$ 9.06 Implied Rights.....	16
X. ASSESSMENTS	16
\$ 10.01 Creation of Assessments.....	16
\$ 10.02 Computation of Assessment.....	17
\$ 10.03 Special Assessments.....	18
\$ 10.04 Lien for Assessments.....	18
\$ 10.05 Capital Budget and Contribution.....	19
\$ 10.06 Date of Commencement of Annual Assessments.....	19
\$ 10.07 Subordination of the Lien to First Mortgages.....	19
\$ 10.08 Capitalization of Association.....	20
\$ 10.09 Effect on Declarant.....	20

3 0 0 5 0 0 7 7

OFF. REC. 277 PAGE 808

BOOK PAGE
VOLUSIA COUNTY
PLANNING

XI. ARCHITECTURAL STANDARDS	20
§ 11.01 New Construction Committee.....	21
§ 11.02 Modifications Committees.....	21
§ 11.03 Liability.....	22
§ 11.04 Watt-Wise Program.....	22
XII. USE RESTRICTIONS AND RESTRICTIVE COVENANTS	22
§ 12.01 Use Restrictions.....	22
§ 12.02 Restrictive Covenants for Residential Units.....	23
XIII. GENERAL PROVISIONS	25
§ 13.01 Term.....	25
§ 13.02 Amendment.....	25
§ 13.03 Indemnification.....	26
§ 13.04 Delegation of Use.....	26
§ 13.05 Easements of Encroachment.....	26
§ 13.06 Easements for Utilities, Etc.....	26
§ 13.07 Construction and Sale.....	27
§ 13.08 Severability.....	28
§ 13.09 Right of Entry.....	28
§ 13.10 Perpetuities.....	28
§ 13.11 Golf Balls.....	28
§ 13.12 Litigation.....	28
XIV. MORTGAGEES' RIGHTS	29
§ 14.01 Notices of Action.....	29
§ 14.02 Other Provisions for First Lien Holders.	29
§ 14.03 Amendments to Documents.....	30
§ 14.04 Special FHLMC Provision.....	31
XV. DECLARANT'S RIGHTS	31
XVI. PLANTATION BAY SPORTS, INC.	32
§ 16.01 Conveyance of Plantation Bay Sports, Inc.....	32
§ 16.02 Rights of Membership, Access and Parking.....	32
§ 16.03 Architectural Control.....	32
§ 16.04 Limitations on Amendments.....	33
§ 16.05 Jurisdiction and Cooperation.....	33

3 0 0 5 0 0 7 A

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 809

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PLANTATION BAY

This Declaration of Covenants, Conditions, and Restrictions is made this 4th day of April, 1986, by Ecocen Corporation, a Florida corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by Subsequent Amendment (as defined herein) be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

30050079

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 810

ARTICLE I
Definitions

§ 1.01 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any Residential Association, any commercial establishment or association, any golf, sports or country club, or any apartment building owner or cooperative within the Properties become the responsibility of the Association or a governmental entity. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Area of Common Responsibility.

§ 1.02 "Association" shall mean and refer to Plantation Bay Community Association, Inc., a Florida corporation not for profit, and its successors and assigns.

§ 1.03 "Board of Directors" or "Board" shall be the governing body of the Association having its normal meaning under Florida law.

§ 1.04 "Commercial Point" shall mean and refer to the basic unit used for determining memberships and assessments for a Commercial Unit. Each Commercial Unit shall be assigned one Commercial Point for each acre of land, or portion thereof, as shown on a plat, (excluding streets and common areas), and one Commercial Point for each one thousand (1,000) square feet of gross floor area (rounded to the nearest one thousand (1,000) square feet). By way of illustration, a Commercial Unit on 5/8 acre of land with 2,500 square feet of gross floor area will be assigned one (1) Commercial Point for the land and three (3) Commercial Points for the floor area, or a total of four (4) Commercial Points. Commercial Points for gross floor area shall be assigned to Commercial Units when the improvements intended for use and occupancy have been erected and either a notice of completion has been filed or a certificate of occupancy has been obtained from the appropriate governmental agency.

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, including rental apartments, as may be developed, used, and defined as herein provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

§ 1.06 "Common Area" shall mean and refer to all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

§ 1.07 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may

3 0 0 5 0 0 8 0

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 811

be found to be necessary and appropriate by the Board pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association.

§ 1.08 "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee, the Modifications Committee or the Board of Directors.

§ 1.09 "District" shall mean and refer to separately designated residential or commercial areas representing a political unit for the purpose of electing members of the Board of Directors. Districts shall not be required to be equal in population and a District may be comprised of non-contiguous property. The Declarant may at any time, and from time to time until the termination of Class "B" membership as provided in Section 3.02(b) of this Declaration, establish and alter or reestablish the boundaries of Districts. After termination of the Class "B" membership, the Board of Directors, by a two-thirds (2/3) vote, may modify and amend the District boundaries. Such change in District boundaries shall not constitute an amendment to this Declaration and shall not require the formality thereof. In the absence of specific designation of separate District status, all Properties made subject to this Declaration shall be considered a part of the same District.

§ 1.10 "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

§ 1.11 "Land Segment" shall mean and refer to ~~any~~ property subject to this declaration which is held for the purpose of development as Commercial or Residential Units.

§ 1.12 "Land Segment Owner" shall mean and refer to one or more persons or entities, other than the Declarant, who hold record title to any Land Segment and who shall be deemed to own as many Units as shown on the Master Land Use Plan, or if platted, as shown on the plat map.

§ 1.13 "Master Land Use Plan" shall mean and refer to the plan for the development of the Properties most recently approved by Volusia and Flagler Counties, Florida, as may be amended from time to time.

§ 1.14 "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

§ 1.15 "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Commercial or Residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Commercial or Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner. Owner shall also be deemed to include a Land Segment Owner and the Declarant.

30050081

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 812

§ 1.16 "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

§ 1.17 "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned or acquired by the Association.

§ 1.18 "Residential Association" shall mean a condominium or homeowner association which has been formed to care for common property and/or facilities which are used exclusively by the members of the Residential Association. A Residential Association shall have no voting rights with the Association, but may have the authority to levy assessments within its jurisdiction.

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon.

Apartments which are converted to the condominium form of ownership shall, upon recordation of a Declaration of Condominium, automatically cease to be a Commercial Unit and shall become Residential Units.

§ 1.20 "Special Assessment" shall mean and refer to assessments levied in accordance with Section 10.03 of this Declaration.

§ 1.21 "Subdistrict" shall mean and refer to a geographical area or areas, usually comprised of one housing type of similar density or commercial area representing a political unit for the purpose of electing Voting Members. A Subdistrict may, but is not required to be comprised of the Units in a Residential Association. Subdistricts shall not be required to be equal in population and a Subdistrict may be composed of non-contiguous property. The Declarant may, at any time, and from time to time until the termination of the Class "B" membership as provided in Section 3.02(b) of this Declaration, establish and alter or reestablish the boundaries of a Subdistrict. After the termination of the Class "B" membership, the Board of Directors, by a two-thirds (2/3) vote may modify such Subdistrict boundaries. Such amendment shall not constitute an amendment to this Declaration and shall not require the formality thereof. In the absence of specific designation of separate Subdistrict status, all Properties made subject to this Declaration shall be considered part of the same Subdistrict.

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the

3 0 0 5 0 0 8 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 813

purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Subdistrict Assessment shall be levied equally against Owners of Commercial or Residential Units in a Subdistrict for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of improvements or assessments, for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular units) shall be levied on a pro rata basis among benefited Owners.

§ 1.23 "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

§ 1.24 "Unit" shall be an inclusive term referring to both Commercial Units and Residential Units. For the purposes of this Declaration, a Unit shall come into existence when the lot is platted, or in the case of a condominium, when the declaration of condominium is recorded in the public records.

§ 1.25 "Voting Member" shall mean and refer to the Declarant, a Land Segment Owner, as well as the representative selected by the Members in each Subdistrict who shall be responsible for election of Directors, amending this Declaration, the Articles of Incorporation or the By-Laws, and all other matters provided for in this Declaration. The Voting Member from each Subdistrict shall be the senior elected officer (e.g., Subdistrict Committee Chairman or Association President) from that component; the alternate Voting Member shall be the next most senior officer.

ARTICLE II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to the terms of this Declaration and to any restrictions or limitations contained in any Deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property; provided, however that every Owner shall have an unrestricted right of ingress and egress between the Owner's Unit and a public road. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

3 0 0 5 0 0 8 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 814

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

Access to the golf course and to the Sports Club facilities or to a part thereof is strictly subject to the rules and procedures of the Sports Club, Plantation Bay Sports, Inc. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy of a Commercial or Residential Unit.

ARTICLE III
Membership and Voting Rights

§ 3.01 Membership. Every Owner of a Residential Unit shall be deemed to have one (1) membership in the Association, regardless of the number of Persons who constitute the Owner. The rights and privileges of membership, including the right to vote as set forth herein, may be exercised by a Member or the Member's spouse.

Every Owner of a Commercial Unit shall be deemed to have one (1) membership in the Association for every three (3) Commercial Points assigned to the Commercial Unit, regardless of the number of Persons who constitute the Owner. When calculating the number of memberships for any Commercial Unit, the Commercial Points assigned to that Unit shall be totaled and rounded to the nearest whole number divisible by three (3). In no event shall an Owner of a Commercial Unit be assigned a fraction of a membership. The membership rights of a Commercial Unit shall be exercised by the Owner or, in the case of a corporate or partnership Owner, by the individual designated in a written instrument provided to the Secretary of the Association.

Membership in the Association shall pass with the title to each Unit as an appurtenance thereto.

§ 3.02 Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" members, if any.

Class "A" Members shall be entitled to one (1) vote in the Association for each membership as set forth in Section 3.01 hereof. The Sports Club, Plantation Bay Sports, Inc. shall have no voting rights in the Association. Land Segment Owners shall be entitled to one (1) vote for each Unit for which a full assessment is being paid, and one (1) vote for every four (4) Units which are being assessed at a reduced rate in accordance with Section 10.01 hereof; provided, however, that when calculating the number of votes for any Land Segment, the Units which are being assessed at a reduced rate shall be totaled and rounded to the nearest whole number

3 0 0 5 0 0 8 4

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 815

that is divisible by four (4). In no event shall a Land Segment Owner be permitted to cast a fraction of a vote.

There shall be only one vote per membership. When more than one Person is the Owner of any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one Person seeks to exercise it.

Any Owner of a Unit which is leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The Class "B" Member shall be a Voting Member and shall be entitled to cast the number of votes which are contained in the total of all Class "A" Members, plus one (1) vote.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when seventy-five percent (75%) of the Residential Units permitted by the Master Land Use Plan for the property described in Exhibits "A" and "B" have been conveyed;

(ii) January 1, 2006; or

(iii) when, at its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member. At such time, the Declarant shall call a meeting, as provided in the By-Laws of the Association for special meetings, to advise the membership of the termination of Class "B" status and to elect the remaining members of the Board of Directors.

(c) Voting Members. Only Voting Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-Laws of the Association, and all other matters which may be brought before the Association membership. The membership of each Subdistrict shall annually select one Voting Member who shall be deemed to have a non-revocable proxy for all Members within that Subdistrict for that year. The membership of each Subdistrict shall also select an alternate who shall serve as the Voting Member in the event the Voting Member is unable to serve. A Voting Member selected by a Majority of the Members within the Subdistrict shall have the authority to cast the total number of votes as are located within that particular Subdistrict. No Member shall have the right to cancel, withdraw or otherwise affect the right of the Voting Member to cast the total number of votes within that

3 0 0 5 0 0 8 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 816

Subdistrict as long as the Voting Member was properly selected by the Members of the Subdistrict.

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors or Modifications Committees shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board of Directors, the New Construction Committee or the Modifications Committees by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, the New Construction Committee, the Modifications Committees, or the Association. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the New Construction Committee, the Modifications Committees or the Association and/or the Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the New Construction Committee, the Modifications Committees or the Board of Directors and to be taken by said Committees or Board or the Association or any individual member of the Association if Board, Committees, or Association approval is necessary for said action. Said veto may be exercised by Declarant, its representatives, or agents within ten (10) days after the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of any Committee, or the Board or the Association.

ARTICLE IV Maintenance

§ 4.01 Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as

3005008F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 817

hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, internal roadways, rights of way, drainage canals, retention ponds, lakes and any improvements which may be situated upon such areas. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area which shall be maintained out of regular assessments for Common Expenses.

The Association may, at the discretion of its Board, assume the maintenance responsibilities set out in this or in any Subsequent Amendment or Declaration subsequently recorded which creates any Residential Association, District or Subdistrict or upon any Land Segment upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those Members residing in the District, Subdistrict or Residential Association to which the services are provided. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

§ 4.02 Owner's Responsibility. In accordance with any additional Declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties and in accordance with this Declaration, all maintenance of a Unit and all structures, parking areas, and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with this Declaration, the Community-Wide Standards and the applicable covenants; provided further, if this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided however, whenever entry is not required in an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE V Insurance and Casualty Losses

§ 5.01 Association Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to, and shall, obtain blanket all-risk insurance, if reasonably available, for all insurable improvements in the Common Area and may, but shall not be obligated to assume the responsibility for providing the same insurance coverage on the Properties contained within a District, Subdistrict or Residential Association. If blanket all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. For those portions of the Common Area within the flood hazard area, the Association shall obtain flood insurance, if reasonably available. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

3 0 0 5 0 0 8 7

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 818

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred percent (100%) of the replacement cost of all structures comprising Residential Units. If the Association elects not to obtain such insurance, then an individual District or Subdistrict may obtain such insurance as a common expense of the District or Subdistrict to be paid by District or Subdistrict Assessments. In the event such insurance is obtained by either the Association, a District, a Subdistrict or a Residential Association, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association, District, Subdistrict or Residential Association, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury resulting from the operation, maintenance or use of the Common Areas, or caused by the negligence of the Association or any of its Members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association; premiums for insurance provided to Residential Associations, Districts or Subdistricts shall be charged to those Associations, Districts or Subdistricts. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Deductibles on damage caused by errant golf balls shall be allocated either to the Owner or golfer as provided by law, but under no circumstances shall the Association be responsible.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Section 1.10 and as more particularly described in Article X hereof.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida and holding a rating of A-XI or better in the Financial Category as

3 0 0 5 0 0 8 8

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DEF. REC. 277 PAGE 819

established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Subdistrict or Residential Association shall be for the benefit of the Owners and Mortgagees of Units within the District, Subdistrict or Residential Association.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

3 0 0 5 0 0 8 9

BOOK PAGE
VOLUEIA QUINTY
PLANNING

OFF. REC. 277 PAGE 820

In addition to the other insurance required by this Section 5.01, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

§ 5.02 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Units and structures constructed thereon as provided for in Section 5.01 unless the Association, District, Subdistrict or Residential Association in which the Unit is located (which it is not obligated to do so) carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

A District, Subdistrict or Residential Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

§ 5.03 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in § 5.04, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in § 5.03(a) hereof.

§ 5.04 Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area (or to the common property of any District, Subdistrict or Residential Association) shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total votes of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event the Properties shall be restored to their natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

§ 5.05 Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners in proportion to their membership interest as set forth in Section 3.01 hereof. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 5.04 in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the

3 0 0 5 0 0 9 1

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 822

Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed by the Board acting on the written direction of all Voting Members in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and the Voting Members representing at least seventy-five percent (75%) of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to repair after casualty damage or destruction shall apply. If the taking does not involve any improvements in the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
Annexation of Additional Property

§ 8.01 Annexation Without Approval of Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the year 2006, to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Public Records of Volusia County and/or Flagler County an amendment annexing such Properties. Such Subsequent Amendment to this Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property

3 0 0 5 0 0 9 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 823

described in said Exhibit "B", attached hereto, and that such transfer is memorialized in a written, recorded instrument.

§ 8.02 Annexation with Approval of Membership. Subject to the consent of the owner thereof, upon the written consent, or affirmative vote of the Voting Members representing a Majority of the Association other than Declarant, and of the Declarant so long as Declarant owns property described in Exhibit "A" or "B" hereof, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 8.01, the Properties shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of Volusia County and/or Flagler County, a Subsequent Amendment in respect to the Properties being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 8.02, and to ascertain the presence of a quorum at such meeting.

§ 8.03 Acquisition of Additional Common Area. Declarant may convey additional real estate, improved or unimproved, located within the properties described in Exhibit "B", which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

§ 8.04 Amendment. This Article VIII shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A" or "B" hereof.

ARTICLE IX
Rights and Obligations of the Association

§ 9.01 Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, maintenance and control of the Common Area and all access and drainage canals, easements, including retention areas, including off-site down stream drainage areas, the internal roadways and rights-of-way, and all improvements thereon, and shall keep them in good, functioning, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. On October 1 of each year the Association shall deliver to the County Commission of Flagler County an audit report prepared by a certified public accountant verifying the escrow amount and certifying their adequacy to meet the Association obligation. The County Managers of Volusia and Flagler Counties, in consultation with their County Engineers or auditor may review this escrow fund to verify that adequate funds will be available for all obligations hereunder.

3 0 0 5 0 0 9 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 824

§ 9.02 Gatehouse. The Association shall provide for the limited access to the properties by the use of manned or electronic gate house.

§ 9.03 Road Improvements. No governmental agency, including the government of Flagler or Volusia County, shall ever be responsible for the maintenance, upkeep or improvements of any private drives, pedestrian and bicycle paths, sidewalks, roads, streets, easements or rights-of-way providing ingress and egress to the Properties. The above referenced responsibilities shall be ascribed to the Association and assessment proceeds of the Association shall be escrowed for needed improvements and repairs to rights-of-way within the Properties. On October 1 of each year the Association shall deliver to the County Commission of Flagler County an audit report prepared by a certified public accountant verifying the escrow amount and certifying their adequacy to meet the Association obligation. The County Managers of Volusia and Flagler Counties, in consultation with their County Engineers or auditor may review this escrow fund to verify that adequate funds will be available for all obligations hereunder.

§ 9.04 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

§ 9.05 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances on the Properties for the benefit of the Association and its Members.

§ 9.06 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X Assessments

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units

3 0 0 5 0 0 9 4

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DEL. REC. 277 PAGE 825

which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

Subdistrict Assessments shall be levied against Residential or Commercial Units in particular portions of the Properties or in Residential Associations for whose benefit Common Expenses are incurred which benefit less than the Association as a whole as determined by the Board in its sole discretion.

Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, including Special Assessments, together with interest at the rate of eighteen percent (18%) per annum or highest legal rate, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

All Assessments, including Special Assessments, together with interest, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, shall also be the personal obligation of the person who was ~~the~~ Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance only to the extent expressly assumed, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments.

The Association is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the Common Expenses.

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Association and the Class "B" Member.

3 0 0 5 0 0 9 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 826

Notwithstanding the foregoing, however, in the event the Voting Members disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of the Voting Members representing a majority of the Association, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than ten percent (10%) or the amount which the Consumer Price Index for Florida has increased over the previous fiscal year, whichever is greater; provided however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

§ 10.03 Special Assessments. In addition to the assessments authorized in Section 10.01, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided however, such assessment shall have the vote or written assent of the Voting Members representing fifty-one percent (51%) of the Class "A" and Class "B" Members; provided further, after the conversion of the Class "B" membership, any such assessment shall have the vote or written assent of the Voting Members representing fifty-one percent (51%) of the total votes of the Association other than the Declarant. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Subdistrict, Land Segment Owner or Residential Association to reimburse the Association for costs incurred in bringing the Subdistrict, Land Segment or Residential Association into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

§ 10.04 Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for all unpaid assessments, including Special Assessments, on the respective Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. In addition to the rights of the Association set forth in Section 10.01 hereof, suit to recover a money judgment for unpaid Common Expenses and attorney's fees may be maintainable without foreclosing or waiving the lien securing the same. After

3 0 0 5 0 0 9 F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC. 277 PAGE 827

notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit or Land Segment at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure:

- (a) No right to vote shall be exercised on its behalf;
- (b) no assessment shall be assessed or levied on it; and
- (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure.

§ 10.05 Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 10.02 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

§ 10.07 Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, his successors and

3 0 0 5 0 0 9 7

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 828

assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including such acquirer, his successors and assigns.

§ 10.08 Capitalization of Association. Upon acquisition of record title to a Residential Unit from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) of the amount of the annual General Assessment for that Residential Unit as determined by the Board. This amount shall be deposited by the buyer into the purchase and sales escrow and disbursed therefrom to the Association.

§ 10.09 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary herein, for so long as Declarant (or any of its affiliates) is the owner of any Unit or undeveloped property described in Exhibit "A" or "B", the Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Units owned by it, or (ii) not paying assessments on any Units and in lieu thereof funding any resulting deficit in the Association's operating expense not produced by assessments receivable from Owners other than Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any ~~surplus~~ carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. When all Units within the Properties are sold and conveyed to purchasers, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions. In no event shall Declarant ever be obligated to pay a Special Assessment.

ARTICLE XI
Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 11.01 and 11.02, including the recovery of damages, costs, reasonable attorneys' fees (including appellate attorney's fees and costs) and declaratory and injunctive relief. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land described in Exhibit "A" or "B" hereof.

No construction, which term shall include within its definition staking, clearing, excavation, grading, or other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

3 0 0 5 0 0 9 P

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 829

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the Properties, computed on an area basis, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

§ 11.02 Modifications Committees. The Residential Modifications Committee (RMC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The RMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, the RMC may delegate this authority to the appropriate board or committee of any District, Subdistrict or Residential Association subsequently created or subsequently subjected to this Declaration so long as the RMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the RMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice to the District, Subdistrict or Residential Association.

The Commercial Modifications Committee (CMC) shall consist of at least three (3) and no more than five (5) members, all of who shall be appointed by the Board of Directors. The CMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Commercial Units or structures containing Commercial Units and the open space, if any, appurtenant thereto; provided however, the CMC may delegate this authority to the appropriate board or committee of any commercial association subsequently created or subsequently subjected to this Declaration so long as the CMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the CMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice to the Commercial Association.

The Modifications Committees shall promulgate detailed standards and procedures governing their areas of responsibility and practice. In addition thereto, the

3 0 0 5 0 0 9 9

BOOK PAGE
VOLUSIA COUNTY
FLOI '9A

OFF. REC. 277 PAGE 830

following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the appropriate Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plan and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the appropriate Modifications Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

§ 11.03 Liability. Neither the NCC, the RMC or the CMC nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval or any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or (c) the development of any property within the Properties, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the NCC, RMC or CMC, or any member thereof, may but is not required to, consult with or hear the views of any member of the Association with respect to any plans, drawings, specifications or any other proposal submitted to such Committee.

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard. Such facilities or units shall be certified by the utility as having merited the Watt-Wise designation or equivalent.

ARTICLE XII
Use Restrictions and Restrictive Covenants

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and the Common Area, including common property of any Subdistrict or Residential Association, and to impose reasonable user fees for facilities, including, but not

3 0 0 5 0 1 0 0

BOOK PAGE
VOLUSIA COUNTY

OFF. REC. 277 PAGE 831

limited to, vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any.

There shall be no swimming in any of the lakes, ponds or retention areas within the Properties. There shall be no removal of water, no discharge of any materials or water, no removal or interference with aquatic vegetation and no alteration of the banks or shoreline of any lake, pond or retention area within the Properties.

No golf carts shall be used as a normal means of transportation from one location to another within the Properties, and all use of such golf carts shall be limited to golf-related activities.

§ 12.02 Restrictive Covenants for Residential Units. No Residential Unit shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, trade or business of any kind, including professional office use, of any portion of any Residential Unit. No building shall be erected, altered, placed or permitted to remain on any Unit except those approved in accordance with Article XI hereof, the CDC-LUS, and the following general restrictions:

(a) No building or structure shall be erected on, placed upon, altered, or permitted to remain on any Residential Unit unless and until the Owner submits the floor plan, elevation, site clearing plan, and abbreviated specifications (including exterior material and colors) and such plans have been reviewed and approved by the New Construction Committee, as provided herein. The New Construction Committee shall review the proposed building or structure (including plans and specifications for same) for compliance with the Community Development Code and the Land Use Standards, to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

(b) All front, side and rear setback and lot line construction restrictions for the Properties shall be as prescribed for single family residences in the Planned Unit Development Agreement between the Declarant and the County of Volusia, Florida and the Planned Unit Development Agreement between the Declarant and the County of Flagler, Florida. No residence shall contain less than 700 square feet of enclosed living area (excluding attached garages). All garages shall be attached to the residence, and each garage shall be of sufficient size so as to accommodate at least two medium-size automobiles.

(c) No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Residential Unit as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the New Construction Committee for use during construction only.

(d) No truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof). No automobile shall be permitted to park on the street

30050101

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 832

(including the right-of-way thereof) overnight or for a continuous period of time in excess of five (5) consecutive hours.

(e) No boat, boat and trailer, or trailer alone shall be parked or stored or otherwise permitted to remain on any Residential Unit except in an approved garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked or stored or otherwise permitted to remain on any Residential Unit except in a garage attached to the residence.

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free in the neighborhood.

(g) No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Residential Unit, except an approved sign giving the name of the occupant of the residence located on said Residential Unit or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

(h) No obnoxious or offensive activity shall be conducted or permitted to exist upon any Residential Unit, nor shall anything be done or permitted to exist on any Residential Unit which could reasonably cause embarrassment, discomfort or annoyance to another Owner or which may be or may become an annoyance or private or public nuisance.

(i) No Residential Unit shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All Residential Units shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material.

(j) No hedge over three feet in height, and no wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Residential Unit unless and until the height, type and location thereof have been approved by the New Construction Committee or the Modifications Committee, as applicable.

(k) No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Residential Unit unless prior approval is obtained by the New Construction Committee or the Modifications Committee, as applicable.

(l) No driveway shall be constructed, maintained, altered or permitted to exist on any Residential Unit if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the Unit or in the street right-of-way or

3 0 0 5 0 1 0 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 833

swale area adjoining or abutting the Unit. All driveways must be approved by the New Construction Committee or the Modification Committee.

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant and maintain at least one (1) oak tree which will mature into a canopy tree.

(n) No one shall be permitted to install or maintain any outside television or radio antennae, masts, disks, aerials or other tower or receiving/transmitting apparatus on a Residential Unit for the purpose of audio or visual reception or transmission.

The Board shall have the power to make and enforce rules and regulations in furtherance of this Section 12.02 and nothing contained herein shall preclude the imposition of additional restrictions not inconsistent with this Declaration and the Master Land Use Plan.

ARTICLE XIII
General Provisions

§ 13.01 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

§ 13.02 Amendment. Prior to the sale of the first Residential Unit, Declarant may amend this Declaration. After such sale, subject to the requirements of Article XIV hereof, the Declarant may amend this Declaration so long as it has the right to appoint a majority of the Board of Directors; thereafter and otherwise, subject to the requirements of Article XIV hereof, this Declaration may be amended only by the affirmative vote or written consent of Voting Members representing seventy-five percent (75%) of the total votes of the Association. However, the

percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any amendment must be recorded in the Public Records of Volusia County and/or Flagler County, Florida. No amendment or change shall be made to this Declaration without the written approval of the Flagler County Board of County Commissioners.

§ 13.03 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability insurance, and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

§ 13.04 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

§ 13.05 Easements for Utilities, Etc. Declarant hereby reserves for itself, its designees (including, without limitation Plantation Bay Utility Company and any public utility), and the Association a blanket easement, and the right to grant permits, licenses and easements to third parties upon, across, over, and under all of the Common Area, and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties. Declarant specifically reserves

such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration. Without limiting the generality of the foregoing, there are hereby reserved for Plantation Bay Utility Co. easements across the Common Area and all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water and electric meter boxes. This reservation specifically includes an easement to spread treated sewage effluent over any and all golf course areas located on the Properties.

Notwithstanding anything to the contrary contained in this Section 13.05, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or the Declarant. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall not have the power to dedicate any part of the Common Areas to the appropriate local, state, or federal governmental entity.

§ 13.06 Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereof, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 13.07 shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

§ 13.07 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

§ 13.08 Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to make emergency repairs, to perform other work reasonably necessary for the proper maintenance and operation of the Properties, and to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

§ 13.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

§ 13.10 Golf Balls. The Common Area and the common property of any Subdistrict or Residential Association is burdened with an easement permitting golf balls unintentionally to come upon the Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Common Areas and such common property to retrieve errant golf balls.

ARTICLE XIV Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Residential Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIV apply to both this Declaration and to the By-Laws of the Association. Where indicated, these

3 0 0 5 0 1 0 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 837

provisions apply only to "eligible holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

§ 14.01 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed an Owner of a Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

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

(d) any proposed action which would require the consent of eligible holders, as set forth in Sections 14.02 and 14.03 of this Article.

§ 14.02 Other Provisions for First Lien Holders. To the extent possible under Florida law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages of Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to mortgages held by such eligible holders are allocated is obtained.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to mortgages held by such eligible holders are allocated.

30050104

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 838

§ 14.03 Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.02(a) and (b) of this Article XIV, or to the addition of land in accordance with Article VIII.

(a) The consent of at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land described in Exhibit "A" or "B" hereof, and the approval of the eligible holders of first mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The consent of at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land described in Exhibit "A" or "B" hereof, and the approval of eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to a mortgage appertain, shall be required to make a material amendment to any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessments liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use of the Common Area;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (viii) boundaries of any Residential Unit;
- (ix) leasing of Residential Units;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Residential Units;

30050105

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 839

(xi) establishment of self-management by the Association where professional management has been required by an eligible holder;

(xii) convertibility of Units into Common Areas or vice versa; or

(xiii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or issuers of first mortgages on Residential Units.

(c) If an amendment to the documents is not of a material nature, the implied approval of a eligible mortgage holder shall be assumed when such eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

§ 14.04 Special PHLMC Provision. So long as required by The Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing three Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcements thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy for the Common Area, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XV
Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not

3005010F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 840

reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Volusia County and/or Flagler County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

ARTICLE XVI
Plantation Bay Sports, Inc.

§ 16.01 Conveyance of Plantation Bay Sports, Inc. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled thereby becomes the owner(s) and/or operator(s) of the Sports Club, (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club, or (d) the conveyance of the Sports Club to the Association, with or without consideration and subject or not subject to mortgage(s) or other encumbrances. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer, even in the case of a conveyance of the Sports Club to the Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

§ 16.02 Rights of Membership, Access and Parking. The Sports Club and its members (regardless of whether such members are Owners hereunder), employees, agents, contractors, and designers shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrance within the Properties to and from the Sports Club and, further, over those portions of the Properties (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Sports Club and its facilities. Without limiting the generality of the foregoing, members of the Sports Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Common Areas at reasonable times before, during, and after golf tournaments and other approved functions held at the Sports Club.

§ 16.03 Architectural Control. Neither the Association, the Modifications Committees, nor any Subdistrict or Residential Association or similar committee or board thereof, shall approve or permit any construction, addition, alteration,

30050107

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 841

change, or installation on or to any portion of the Properties which are adjacent to, or otherwise in the direct line of sight from, the Sports Club property without giving the Sports Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Sports Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of the Sports Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Sports Club's right to object to the matter so submitted. This Section shall also apply to any work on the Common Areas hereunder or any Common Areas/elements of a Subdistrict or a Residential Association, if any. The Sports Club shall not be subject to the requirements of Article XI hereof. Nevertheless, the Sports Club must provide written notice to the Board of Directors prior to construction upon the Sports Club property. In the event the Board, by a majority vote, determines that the proposed construction poses a potential threat to the health and welfare of the membership, then the Sports Club shall be required to comply with the review process established in Article XI hereof.

§ 16.04 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Sports Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Sports Club or, in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

§ 16.05 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Sports Club shall cooperate to the maximum extent possible in the operation of the Properties and the Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 4th day of April, 1986.

EGOCEN CORPORATION
a Florida Corporation

By: Francois Lazare
Francois Lazare, President



Attest:
David Galshack
David Galshack, Secretary

3005010R

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

OFF. REC. 277 PAGE 842

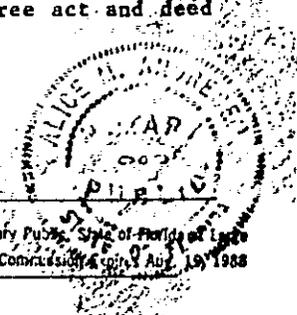
BEFORE me personally appeared Francois Lazare and David Galshack, to me well known to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above-named corporation and acknowledged to and before me that they executed such instrument as President and Secretary of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 21 day of April, 1986.

[Signature]

NOTARY PUBLIC

My Commission Expires: My Commission Expires Aug 19 1988



80050109

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 834

percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any amendment must be recorded in the Public Records of Volusia County and/or Flagler County, Florida. No amendment or change shall be made to this Declaration without the written approval of the Flagler County Board of County Commissioners.

§ 13.03 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability insurance, and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

§ 13.04 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

§ 13.05 Easements for Utilities, Etc. Declarant hereby reserves for itself, its designees (including, without limitation Plantation Bay Utility Company and any public utility), and the Association a blanket easement, and the right to grant permits, licenses and easements to third parties upon, across, over, and under all of the Common Area, and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties. Declarant specifically reserves

30050110

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 835

such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration. Without limiting the generality of the foregoing, there are hereby reserved for Plantation Bay Utility Co. easements across the Common Area and all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water and electric meter boxes. This reservation specifically includes an easement to spread treated sewage effluent over any and all golf course areas located on the Properties.

Notwithstanding anything to the contrary contained in this Section 13.05, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or the Declarant. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall not have the power to dedicate any part of the Common Areas to the appropriate local, state, or federal governmental entity.

§ 13.06 Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible ~~for~~ Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereof, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

CDPL03
LE188

30050111

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 836

This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 13.07 shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

§ 13.07 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

§ 13.08 Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to make emergency repairs, to perform other work reasonably necessary for the proper maintenance and operation of the Properties, and to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

§ 13.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be ~~unlawful~~, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

§ 13.10 Golf Balls. The Common Area and the common property of any Subdistrict or Residential Association is burdened with an easement permitting golf balls unintentionally to come upon the Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Common Areas and such common property to retrieve errant golf balls.

ARTICLE XIV Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Residential Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIV apply to both this Declaration and to the By-Laws of the Association. Where indicated, these

3 0 0 5 0 1 1 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 844

DISTANCE OF 315.51 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE SOUTH 39 DEGREES 17 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.78 FEET, CENTRAL ANGLE OF 29 DEGREES 38 MINUTES 20 SECONDS, AND A CHORD BEARING OF SOUTH 54 DEGREES 06 MINUTES 08 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN DEED BOOK 448, PAGE 126, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID LINE NORTH 01 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 155.83 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 3340.24 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 1182.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.34 ACRES

IN ADDITION TO THE FOREGOING PROPERTY, TRACT RW-8 OF THE PLANTATION BAY SCHOOL SITE, AS PER PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE PROPERTY IS REFLECTED ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PLAT BOOK 27, PAGES 40 THROUGH 49.

CDPLO3
LE188/36

30050112

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 843

EXHIBIT "A"

LAND INITIALLY SUBMITTED

A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND A PORTION OF BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF SAID SECTION 3, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10 A DISTANCE OF 1398.59 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; CENTRAL ANGLE OF 38 DEGREES 37 MINUTES 01 SECONDS, AND A CHORD BEARING OF SOUTH 46 DEGREES 43 MINUTES 16 SECONDS WEST; THENCE DEPARTING SAID SECTION LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.00 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 26 MINUTES 22 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A

CDPLO3
LE188/35

30050113

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277nce 844

DISTANCE OF 315.51 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE SOUTH 39 DEGREES 17 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.78 FEET, CENTRAL ANGLE OF 29 DEGREES 36 MINUTES 20 SECONDS, AND A CHORD BEARING OF SOUTH 54 DEGREES 06 MINUTES 06 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN DEED BOOK 446, PAGE 128, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID LINE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST A DISTANCE OF 155.83 FEET; THENCE NORTH 50 DEGREES 26 MINUTES 19 SECONDS WEST A DISTANCE OF 3340.24 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 1182.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.34 ACRES

IN ADDITION TO THE FOREGOING PROPERTY, TRACT RW-8 OF THE PLANTATION BAY SCHOOL SITE, AS PER PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE PROPERTY IS REFLECTED ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PLAT BOOK 27, PAGES 40 THROUGH 49.

CDPLO3
LE188/36

30050114

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 845

EXHIBIT "B"

Land Subject to Annexation with Approval
of the Owner of the Subject Land

That part of Township 13 South, Range 31 East, in Flagler County and Volusia County, Florida, being South of Old Dixie Highway, East of U.S. Highway No. 1 (State Road No. 5), and West of Interstate Highway No. 95 (State Road No. 9).



89 003082
FILED & RECORDED
O.R. BOOK 277 PAGE 845

86 APR -1 12:21
J. Tucker, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.



I HEREBY CERTIFY this to be a true and correct copy of the original _____

Plantation Bay

R/C & E

as the same appears of record in O. R. /
Deed Book 277 at Page(s) 845-845
Flagler County Records.

Dated this 7th day of April

A. D. 1986
SHELTON B. BARBER
Clerk Circuit Court
Flagler County, Florida

By J. Tucker D.C.

30050115

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0248

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLANTATION BAY
AS RECORDED IN OFFICIAL RECORDS
BOOK 277, PAGES 805 THROUGH 845, PUBLIC
RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, ECOGEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.6 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.05 of Article I is hereby amended to read in full as follows:

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, excluding rental apartments, as may be developed, used, and defined as herein provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

2. Section 1.19 of Article I is hereby amended to read in full as follows:

TBG248
MKMS02

30050116

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0308 PAGE 0249

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon. All apartment units shall be considered Residential Units.

3. Section 1.22 of Article I is hereby amended to read in full as follows:

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

4. Section 3.03 of Article III is hereby amended to read in full as follows:

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors, New Construction Committee or Modifications Committees shall become

3 0 0 5 0 1 1 P

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

6. The first paragraph of Section 10.01 of Article X is hereby amended to read in full as follows:

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit or until two (2) years after the purchase of that particular Land Segment, whichever occurs first. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

7. The first paragraph of Section 10.02 of Article X is hereby amended to read in full as follows:

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Voting Members and the Class "B" Member.

8. Section 10.06 of Article X is hereby amended to read in full, including the underscored portion, as follows:

TBG248
MKMS02

OFF REC 0308 PAGE 0251

30060119

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0252

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

9. Section 11.01 of Article XI is hereby amended to read in full as follows:

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the property described in Exhibit "B" hereto, computed on an area basis, has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

10. Section 11.04 of Article XI is hereby amended to read in full as follows:

TBG248
MKMS02

OFF REC 0308 PAGE 0253

30050120

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard if such program is in effect. Such facilities or units shall be certified by the utility as having obtained the Watt-Wise designation or equivalent.

11. The first paragraph of Section 12.01 of Article XII is hereby amended to read in full as follows:

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association. Any subsequently recorded declaration, covenants or restrictions upon any portion of the Properties for individual Land Segments, phases or Subdistricts which are not executed by the Declarant shall be void unless and until the Board of Directors executes and records in the public records a joinder and consent to such declaration, covenants or restrictions.

12. Paragraph (f) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free on the Properties. Any pet deemed to be a nuisance by the Board of Directors shall be removed from the Properties at the owner's expense.

13. Paragraph (m) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for

3 0 0 5 0 1 2 1

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0254

approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant, or cause to be planted, a minimum of two (2) native oak shade trees at a minimum 3 1/2" circumference at 4 feet above ground level for each Residential Unit if none exists on the lot which would shade the house.

14. Paragraph (o) of Section 12.02 of Article XII is hereby created to read in full as follows:

(o) No ornamental statuary of any type, including but not limited to bird baths, fountains and lawn statues shall be permitted to be placed upon any Residential Unit without the prior written consent of the New Construction Committee or the Modifications Committee, as applicable.

15. Section 16.01 of Article XVI is hereby amended to read in full as follows:

§ 16.01 Conveyance of Plantation Bay Sports, Inc. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled

30050122

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0308 PAGE 0255

thereby becomes the owner(s) and/or operator(s) of the Sports Club, or (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 24 day of March, 1987.

ECOCEN CORPORATION, a Florida corporation

By: Francois Lazare
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 24th day of March, 1987, by Francois Lazare, President, and David Galshak, Secretary of Ecocen Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires

JUNE 16, 1987



TBG248
MKMS02

Return:
Coss & Cole
P.O. Box 191
Daytona Beach, FL
32015

8

87 MAR 21 10:08
P. Jucka, Jr.
CLERK OF COURT
FLAGLER COUNTY, FLORIDA

87/003645
NO. FILED & RECORDED
OR BOOK 308 PAGE 255

089403

30050074

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 805

PLANTATION BAY COMMUNITY ASSOCIATION

089403

FILED FOR RECORD
RECORD VERIFIED

JUN 7 12 42 PM '87

W. J. ...
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

This instrument prepared by:

Cobb & Cole
150 Magnolia Avenue
Post Office Box 191
Daytona Beach, Florida 32015
(904) 255-8171

3 0 0 5 0 0 7 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 806

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
PLANTATION BAY
- TABLE OF CONTENTS -

	<u>Page</u>
I. DEFINITIONS	2
§ 1.01 Area of Common Responsibility.....	2
§ 1.02 Association.....	2
§ 1.03 Board of Directors or Board.....	2
§ 1.04 Commercial Point.....	2
§ 1.05 Commercial Unit.....	2
§ 1.06 Common Area.....	2
§ 1.07 Common Expenses.....	2
§ 1.08 Community-Wide Standard.....	2
§ 1.09 District.....	3
§ 1.10 General Assessment.....	3
§ 1.11 Land Segment.....	3
§ 1.12 Land Segment Owner.....	3
§ 1.13 Master Land Use Plan.....	3
§ 1.14 Member.....	3
§ 1.15 Owner.....	3
§ 1.16 Person.....	3
§ 1.17 Properties.....	4
§ 1.18 Residential Association.....	4
§ 1.19 Residential Unit.....	4
§ 1.20 Special Assessment.....	4
§ 1.21 Subdistrict.....	4
§ 1.22 Subdistrict Assessments.....	4
§ 1.23 Subsequent Amendment.....	4
§ 1.24 Unit.....	5
§ 1.25 Voting Member.....	5
II. PROPERTY RIGHTS	5
III. MEMBERSHIP AND VOTING RIGHTS	6
§ 3.01 Membership.....	6
§ 3.02 Voting Rights.....	6
§ 3.03 Veto.....	8

3 0 0 5 0 0 7 6

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 807

IV. MAINTENANCE	8
\$ 4.01 Association's Responsibility.....	8
\$ 4.02 Owner's Responsibility.....	9
V. INSURANCE AND CASUALTY LOSSES	9
\$ 5.01 Association Insurance.....	9
\$ 5.02 Individual Insurance.....	12
\$ 5.03 Disbursement of Proceeds.....	12
\$ 5.04 Damage and Destruction.....	13
\$ 5.05 Repair and Reconstruction.....	13
VI. NO PARTITION	13
VII. CONDEMNATION	14
VIII. ANNEXATION OF ADDITIONAL PROPERTY	14
\$ 8.01 Annexation Without Approval of Membership.....	14
\$ 8.02 Annexation With Approval of Membership.....	15
\$ 8.03 Acquisition of Additional Common Area...	15
\$ 8.04 Amendment.....	15
IX. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	15
\$ 9.01 Common Area and Rights-of-Way.....	15
\$ 9.02 Gatehouse and Contribution to Flagler County Sheriff's Office.....	15
\$ 9.03 Road Improvements.....	16
\$ 9.04 Personal Property and Real Property for Common Use.....	16
\$ 9.05 Rules and Regulations.....	16
\$ 9.06 Implied Rights.....	16
X. ASSESSMENTS	16
\$ 10.01 Creation of Assessments.....	16
\$ 10.02 Computation of Assessment.....	17
\$ 10.03 Special Assessments.....	18
\$ 10.04 Lien for Assessments.....	18
\$ 10.05 Capital Budget and Contribution.....	19
\$ 10.06 Date of Commencement of Annual Assessments.....	19
\$ 10.07 Subordination of the Lien to First Mortgages.....	19
\$ 10.08 Capitalization of Association.....	20
\$ 10.09 Effect on Declarant.....	20

3 0 0 5 0 0 7 7

OFF. REC. 277 PAGE 808

BOOK PAGE
VOLUSIA COUNTY
PLANNING

XI. ARCHITECTURAL STANDARDS	20
§ 11.01 New Construction Committee.....	21
§ 11.02 Modifications Committees.....	21
§ 11.03 Liability.....	22
§ 11.04 Watt-Wise Program.....	22
XII. USE RESTRICTIONS AND RESTRICTIVE COVENANTS	22
§ 12.01 Use Restrictions.....	22
§ 12.02 Restrictive Covenants for Residential Units.....	23
XIII. GENERAL PROVISIONS	25
§ 13.01 Term.....	25
§ 13.02 Amendment.....	25
§ 13.03 Indemnification.....	26
§ 13.04 Delegation of Use.....	26
§ 13.05 Easements of Encroachment.....	26
§ 13.06 Easements for Utilities, Etc.....	26
§ 13.07 Construction and Sale.....	27
§ 13.08 Severability.....	28
§ 13.09 Right of Entry.....	28
§ 13.10 Perpetuities.....	28
§ 13.11 Golf Balls.....	28
§ 13.12 Litigation.....	28
XIV. MORTGAGEES' RIGHTS	29
§ 14.01 Notices of Action.....	29
§ 14.02 Other Provisions for First Lien Holders.	29
§ 14.03 Amendments to Documents.....	30
§ 14.04 Special FHLMC Provision.....	31
XV. DECLARANT'S RIGHTS	31
XVI. PLANTATION BAY SPORTS, INC.	32
§ 16.01 Conveyance of Plantation Bay Sports, Inc.....	32
§ 16.02 Rights of Membership, Access and Parking.....	32
§ 16.03 Architectural Control.....	32
§ 16.04 Limitations on Amendments.....	33
§ 16.05 Jurisdiction and Cooperation.....	33

3005007A

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 809

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PLANTATION BAY

This Declaration of Covenants, Conditions, and Restrictions is made this 4th day of April, 1986, by Ecocen Corporation, a Florida corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by Subsequent Amendment (as defined herein) be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

30050079

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 810

ARTICLE I
Definitions

§ 1.01 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any Residential Association, any commercial establishment or association, any golf, sports or country club, or any apartment building owner or cooperative within the Properties become the responsibility of the Association or a governmental entity. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Area of Common Responsibility.

§ 1.02 "Association" shall mean and refer to Plantation Bay Community Association, Inc., a Florida corporation not for profit, and its successors and assigns.

§ 1.03 "Board of Directors" or "Board" shall be the governing body of the Association having its normal meaning under Florida law.

§ 1.04 "Commercial Point" shall mean and refer to the basic unit used for determining memberships and assessments for a Commercial Unit. Each Commercial Unit shall be assigned one Commercial Point for each acre of land, or portion thereof, as shown on a plat, (excluding streets and common areas), and one Commercial Point for each one thousand (1,000) square feet of gross floor area (rounded to the nearest one thousand (1,000) square feet). By way of illustration, a Commercial Unit on 5/8 acre of land with 2,500 square feet of gross floor area will be assigned one (1) Commercial Point for the land and three (3) Commercial Points for the floor area, or a total of four (4) Commercial Points. Commercial Points for gross floor area shall be assigned to Commercial Units when the improvements intended for use and occupancy have been erected and either a notice of completion has been filed or a certificate of occupancy has been obtained from the appropriate governmental agency.

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, including rental apartments, as may be developed, used, and defined as herein provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

§ 1.06 "Common Area" shall mean and refer to all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

§ 1.07 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may

3 0 0 5 0 0 8 0

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 811

be found to be necessary and appropriate by the Board pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association.

§ 1.08 "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee, the Modifications Committee or the Board of Directors.

§ 1.09 "District" shall mean and refer to separately designated residential or commercial areas representing a political unit for the purpose of electing members of the Board of Directors. Districts shall not be required to be equal in population and a District may be comprised of non-contiguous property. The Declarant may at any time, and from time to time until the termination of Class "B" membership as provided in Section 3.02(b) of this Declaration, establish and alter or reestablish the boundaries of Districts. After termination of the Class "B" membership, the Board of Directors, by a two-thirds (2/3) vote, may modify and amend the District boundaries. Such change in District boundaries shall not constitute an amendment to this Declaration and shall not require the formality thereof. In the absence of specific designation of separate District status, all Properties made subject to this Declaration shall be considered a part of the same District.

§ 1.10 "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

§ 1.11 "Land Segment" shall mean and refer to ~~any~~ property subject to this declaration which is held for the purpose of development as Commercial or Residential Units.

§ 1.12 "Land Segment Owner" shall mean and refer to one or more persons or entities, other than the Declarant, who hold record title to any Land Segment and who shall be deemed to own as many Units as shown on the Master Land Use Plan, or if platted, as shown on the plat map.

§ 1.13 "Master Land Use Plan" shall mean and refer to the plan for the development of the Properties most recently approved by Volusia and Flagler Counties, Florida, as may be amended from time to time.

§ 1.14 "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

§ 1.15 "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Commercial or Residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Commercial or Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner. Owner shall also be deemed to include a Land Segment Owner and the Declarant.

30050081

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 812

§ 1.16 "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

§ 1.17 "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned or acquired by the Association.

§ 1.18 "Residential Association" shall mean a condominium or homeowner association which has been formed to care for common property and/or facilities which are used exclusively by the members of the Residential Association. A Residential Association shall have no voting rights with the Association, but may have the authority to levy assessments within its jurisdiction.

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon.

Apartments which are converted to the condominium form of ownership shall, upon recordation of a Declaration of Condominium, automatically cease to be a Commercial Unit and shall become Residential Units.

§ 1.20 "Special Assessment" shall mean and refer to assessments levied in accordance with Section 10.03 of this Declaration.

§ 1.21 "Subdistrict" shall mean and refer to a geographical area or areas, usually comprised of one housing type of similar density or commercial area representing a political unit for the purpose of electing Voting Members. A Subdistrict may, but is not required to be comprised of the Units in a Residential Association. Subdistricts shall not be required to be equal in population and a Subdistrict may be composed of non-contiguous property. The Declarant may, at any time, and from time to time until the termination of the Class "B" membership as provided in Section 3.02(b) of this Declaration, establish and alter or reestablish the boundaries of a Subdistrict. After the termination of the Class "B" membership, the Board of Directors, by a two-thirds (2/3) vote may modify such Subdistrict boundaries. Such amendment shall not constitute an amendment to this Declaration and shall not require the formality thereof. In the absence of specific designation of separate Subdistrict status, all Properties made subject to this Declaration shall be considered part of the same Subdistrict.

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the

3 0 0 5 0 0 8 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 813

purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Subdistrict Assessment shall be levied equally against Owners of Commercial or Residential Units in a Subdistrict for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of improvements or assessments, for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular units) shall be levied on a pro rata basis among benefited Owners.

§ 1.23 "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

§ 1.24 "Unit" shall be an inclusive term referring to both Commercial Units and Residential Units. For the purposes of this Declaration, a Unit shall come into existence when the lot is platted, or in the case of a condominium, when the declaration of condominium is recorded in the public records.

§ 1.25 "Voting Member" shall mean and refer to the Declarant, a Land Segment Owner, as well as the representative selected by the Members in each Subdistrict who shall be responsible for election of Directors, amending this Declaration, the Articles of Incorporation or the By-Laws, and all other matters provided for in this Declaration. The Voting Member from each Subdistrict shall be the senior elected officer (e.g., Subdistrict Committee Chairman or Association President) from that component; the alternate Voting Member shall be the next most senior officer.

ARTICLE II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to the terms of this Declaration and to any restrictions or limitations contained in any Deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property; provided, however that every Owner shall have an unrestricted right of ingress and egress between the Owner's Unit and a public road. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

3 0 0 5 0 0 8 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 814

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

Access to the golf course and to the Sports Club facilities or to a part thereof is strictly subject to the rules and procedures of the Sports Club, Plantation Bay Sports, Inc. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy of a Commercial or Residential Unit.

ARTICLE III
Membership and Voting Rights

§ 3.01 Membership. Every Owner of a Residential Unit shall be deemed to have one (1) membership in the Association, regardless of the number of Persons who constitute the Owner. The rights and privileges of membership, including the right to vote as set forth herein, may be exercised by a Member or the Member's spouse.

Every Owner of a Commercial Unit shall be deemed to have one (1) membership in the Association for every three (3) Commercial Points assigned to the Commercial Unit, regardless of the number of Persons who constitute the Owner. When calculating the number of memberships for any Commercial Unit, the Commercial Points assigned to that Unit shall be totaled and rounded to the nearest whole number divisible by three (3). In no event shall an Owner of a Commercial Unit be assigned a fraction of a membership. The membership rights of a Commercial Unit shall be exercised by the Owner or, in the case of a corporate or partnership Owner, by the individual designated in a written instrument provided to the Secretary of the Association.

Membership in the Association shall pass with the title to each Unit as an appurtenance thereto.

§ 3.02 Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" members, if any.

Class "A" Members shall be entitled to one (1) vote in the Association for each membership as set forth in Section 3.01 hereof. The Sports Club, Plantation Bay Sports, Inc. shall have no voting rights in the Association. Land Segment Owners shall be entitled to one (1) vote for each Unit for which a full assessment is being paid, and one (1) vote for every four (4) Units which are being assessed at a reduced rate in accordance with Section 10.01 hereof; provided, however, that when calculating the number of votes for any Land Segment, the Units which are being assessed at a reduced rate shall be totaled and rounded to the nearest whole number

3 0 0 5 0 0 8 4

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 815

that is divisible by four (4). In no event shall a Land Segment Owner be permitted to cast a fraction of a vote.

There shall be only one vote per membership. When more than one Person is the Owner of any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one Person seeks to exercise it.

Any Owner of a Unit which is leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The Class "B" Member shall be a Voting Member and shall be entitled to cast the number of votes which are contained in the total of all Class "A" Members, plus one (1) vote.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when seventy-five percent (75%) of the Residential Units permitted by the Master Land Use Plan for the property described in Exhibits "A" and "B" have been conveyed;

(ii) January 1, 2006; or

(iii) when, at its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member. At such time, the Declarant shall call a meeting, as provided in the By-Laws of the Association for special meetings, to advise the membership of the termination of Class "B" status and to elect the remaining members of the Board of Directors.

(c) Voting Members. Only Voting Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-Laws of the Association, and all other matters which may be brought before the Association membership. The membership of each Subdistrict shall annually select one Voting Member who shall be deemed to have a non-revocable proxy for all Members within that Subdistrict for that year. The membership of each Subdistrict shall also select an alternate who shall serve as the Voting Member in the event the Voting Member is unable to serve. A Voting Member selected by a Majority of the Members within the Subdistrict shall have the authority to cast the total number of votes as are located within that particular Subdistrict. No Member shall have the right to cancel, withdraw or otherwise affect the right of the Voting Member to cast the total number of votes within that

3 0 0 5 0 0 8 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 816

Subdistrict as long as the Voting Member was properly selected by the Members of the Subdistrict.

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors or Modifications Committees shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board of Directors, the New Construction Committee or the Modifications Committees by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, the New Construction Committee, the Modifications Committees, or the Association. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the New Construction Committee, the Modifications Committees or the Association and/or the Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the New Construction Committee, the Modifications Committees or the Board of Directors and to be taken by said Committees or Board or the Association or any individual member of the Association if Board, Committees, or Association approval is necessary for said action. Said veto may be exercised by Declarant, its representatives, or agents within ten (10) days after the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of any Committee, or the Board or the Association.

ARTICLE IV Maintenance

§ 4.01 Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as

3 0 0 5 0 0 8 F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 817

hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, internal roadways, rights of way, drainage canals, retention ponds, lakes and any improvements which may be situated upon such areas. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area which shall be maintained out of regular assessments for Common Expenses.

The Association may, at the discretion of its Board, assume the maintenance responsibilities set out in this or in any Subsequent Amendment or Declaration subsequently recorded which creates any Residential Association, District or Subdistrict or upon any Land Segment upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those Members residing in the District, Subdistrict or Residential Association to which the services are provided. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

§ 4.02 Owner's Responsibility. In accordance with any additional Declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties and in accordance with this Declaration, all maintenance of a Unit and all structures, parking areas, and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with this Declaration, the Community-Wide Standards and the applicable covenants; provided further, if this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided however, whenever entry is not required in an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE V
Insurance and Casualty Losses

§ 5.01 Association Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to, and shall, obtain blanket all-risk insurance, if reasonably available, for all insurable improvements in the Common Area and may, but shall not be obligated to assume the responsibility for providing the same insurance coverage on the Properties contained within a District, Subdistrict or Residential Association. If blanket all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. For those portions of the Common Area within the flood hazard area, the Association shall obtain flood insurance, if reasonably available. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

3 0 0 5 0 0 8 7

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 818

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred percent (100%) of the replacement cost of all structures comprising Residential Units. If the Association elects not to obtain such insurance, then an individual District or Subdistrict may obtain such insurance as a common expense of the District or Subdistrict to be paid by District or Subdistrict Assessments. In the event such insurance is obtained by either the Association, a District, a Subdistrict or a Residential Association, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association, District, Subdistrict or Residential Association, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury resulting from the operation, maintenance or use of the Common Areas, or caused by the negligence of the Association or any of its Members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association; premiums for insurance provided to Residential Associations, Districts or Subdistricts shall be charged to those Associations, Districts or Subdistricts. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Deductibles on damage caused by errant golf balls shall be allocated either to the Owner or golfer as provided by law, but under no circumstances shall the Association be responsible.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Section 1.10 and as more particularly described in Article X hereof.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida and holding a rating of A-XI or better in the Financial Category as

3 0 0 5 0 0 8 8

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DEF. REC. 277 PAGE 819

established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Subdistrict or Residential Association shall be for the benefit of the Owners and Mortgagees of Units within the District, Subdistrict or Residential Association.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

3 0 0 5 0 0 8 9

BOOK PAGE
VOLUEIA QUINTY
PLANNING

OFF. REC. 277 PAGE 820

In addition to the other insurance required by this Section 5.01, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

§ 5.02 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Units and structures constructed thereon as provided for in Section 5.01 unless the Association, District, Subdistrict or Residential Association in which the Unit is located (which it is not obligated to do so) carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

A District, Subdistrict or Residential Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

§ 5.03 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in § 5.04, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in § 5.03(a) hereof.

§ 5.04 Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area (or to the common property of any District, Subdistrict or Residential Association) shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total votes of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event the Properties shall be restored to their natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

§ 5.05 Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners in proportion to their membership interest as set forth in Section 3.01 hereof. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 5.04 in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the

3 0 0 5 0 0 9 1

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 822

Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed by the Board acting on the written direction of all Voting Members in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and the Voting Members representing at least seventy-five percent (75%) of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to repair after casualty damage or destruction shall apply. If the taking does not involve any improvements in the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII
Annexation of Additional Property

§ 8.01 Annexation Without Approval of Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the year 2006, to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Public Records of Volusia County and/or Flagler County an amendment annexing such Properties. Such Subsequent Amendment to this Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property

3 0 0 5 0 0 9 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 823

described in said Exhibit "B", attached hereto, and that such transfer is memorialized in a written, recorded instrument.

§ 8.02 Annexation with Approval of Membership. Subject to the consent of the owner thereof, upon the written consent, or affirmative vote of the Voting Members representing a Majority of the Association other than Declarant, and of the Declarant so long as Declarant owns property described in Exhibit "A" or "B" hereof, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 8.01, the Properties shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of Volusia County and/or Flagler County, a Subsequent Amendment in respect to the Properties being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 8.02, and to ascertain the presence of a quorum at such meeting.

§ 8.03 Acquisition of Additional Common Area. Declarant may convey additional real estate, improved or unimproved, located within the properties described in Exhibit "B", which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

§ 8.04 Amendment. This Article VIII shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A" or "B" hereof.

ARTICLE IX
Rights and Obligations of the Association

§ 9.01 Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, maintenance and control of the Common Area and all access and drainage canals, easements, including retention areas, including off-site down stream drainage areas, the internal roadways and rights-of-way, and all improvements thereon, and shall keep them in good, functioning, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. On October 1 of each year the Association shall deliver to the County Commission of Flagler County an audit report prepared by a certified public accountant verifying the escrow amount and certifying their adequacy to meet the Association obligation. The County Managers of Volusia and Flagler Counties, in consultation with their County Engineers or auditor may review this escrow fund to verify that adequate funds will be available for all obligations hereunder.

3 0 0 5 0 0 9 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 824

§ 9.02 Gatehouse. The Association shall provide for the limited access to the properties by the use of manned or electronic gate house.

§ 9.03 Road Improvements. No governmental agency, including the government of Flagler or Volusia County, shall ever be responsible for the maintenance, upkeep or improvements of any private drives, pedestrian and bicycle paths, sidewalks, roads, streets, easements or rights-of-way providing ingress and egress to the Properties. The above referenced responsibilities shall be ascribed to the Association and assessment proceeds of the Association shall be escrowed for needed improvements and repairs to rights-of-way within the Properties. On October 1 of each year the Association shall deliver to the County Commission of Flagler County an audit report prepared by a certified public accountant verifying the escrow amount and certifying their adequacy to meet the Association obligation. The County Managers of Volusia and Flagler Counties, in consultation with their County Engineers or auditor may review this escrow fund to verify that adequate funds will be available for all obligations hereunder.

§ 9.04 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

§ 9.05 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances on the Properties for the benefit of the Association and its Members.

§ 9.06 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X Assessments

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units

3 0 0 5 0 0 9 4

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DEL. REC. 277 PAGE 825

which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

Subdistrict Assessments shall be levied against Residential or Commercial Units in particular portions of the Properties or in Residential Associations for whose benefit Common Expenses are incurred which benefit less than the Association as a whole as determined by the Board in its sole discretion.

Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, including Special Assessments, together with interest at the rate of eighteen percent (18%) per annum or highest legal rate, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

All Assessments, including Special Assessments, together with interest, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, shall also be the personal obligation of the person who was ~~the~~ Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance only to the extent expressly assumed, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments.

The Association is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the Common Expenses.

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Association and the Class "B" Member.

3 0 0 5 0 0 9 5

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 826

Notwithstanding the foregoing, however, in the event the Voting Members disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of the Voting Members representing a majority of the Association, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than ten percent (10%) or the amount which the Consumer Price Index for Florida has increased over the previous fiscal year, whichever is greater; provided however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

§ 10.03 Special Assessments. In addition to the assessments authorized in Section 10.01, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided however, such assessment shall have the vote or written assent of the Voting Members representing fifty-one percent (51%) of the Class "A" and Class "B" Members; provided further, after the conversion of the Class "B" membership, any such assessment shall have the vote or written assent of the Voting Members representing fifty-one percent (51%) of the total votes of the Association other than the Declarant. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Subdistrict, Land Segment Owner or Residential Association to reimburse the Association for costs incurred in bringing the Subdistrict, Land Segment or Residential Association into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

§ 10.04 Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for all unpaid assessments, including Special Assessments, on the respective Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. In addition to the rights of the Association set forth in Section 10.01 hereof, suit to recover a money judgment for unpaid Common Expenses and attorney's fees may be maintainable without foreclosing or waiving the lien securing the same. After

3 0 0 5 0 0 9 F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC. 277 PAGE 827

notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit or Land Segment at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure:

- (a) No right to vote shall be exercised on its behalf;
- (b) no assessment shall be assessed or levied on it; and
- (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure.

§ 10.05 Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 10.02 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

§ 10.07 Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, his successors and

3 0 0 5 0 0 9 7

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 828

assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including such acquirer, his successors and assigns.

§ 10.08 Capitalization of Association. Upon acquisition of record title to a Residential Unit from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) of the amount of the annual General Assessment for that Residential Unit as determined by the Board. This amount shall be deposited by the buyer into the purchase and sales escrow and disbursed therefrom to the Association.

§ 10.09 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary herein, for so long as Declarant (or any of its affiliates) is the owner of any Unit or undeveloped property described in Exhibit "A" or "B", the Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Units owned by it, or (ii) not paying assessments on any Units and in lieu thereof funding any resulting deficit in the Association's operating expense not produced by assessments receivable from Owners other than Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any ~~surplus~~ carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. When all Units within the Properties are sold and conveyed to purchasers, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions. In no event shall Declarant ever be obligated to pay a Special Assessment.

ARTICLE XI
Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 11.01 and 11.02, including the recovery of damages, costs, reasonable attorneys' fees (including appellate attorney's fees and costs) and declaratory and injunctive relief. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land described in Exhibit "A" or "B" hereof.

No construction, which term shall include within its definition staking, clearing, excavation, grading, or other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

3 0 0 5 0 0 9 P

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 829

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the Properties, computed on an area basis, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

§ 11.02 Modifications Committees. The Residential Modifications Committee (RMC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The RMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, the RMC may delegate this authority to the appropriate board or committee of any District, Subdistrict or Residential Association subsequently created or subsequently subjected to this Declaration so long as the RMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the RMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice to the District, Subdistrict or Residential Association.

The Commercial Modifications Committee (CMC) shall consist of at least three (3) and no more than five (5) members, all of who shall be appointed by the Board of Directors. The CMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Commercial Units or structures containing Commercial Units and the open space, if any, appurtenant thereto; provided however, the CMC may delegate this authority to the appropriate board or committee of any commercial association subsequently created or subsequently subjected to this Declaration so long as the CMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the CMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice to the Commercial Association.

The Modifications Committees shall promulgate detailed standards and procedures governing their areas of responsibility and practice. In addition thereto, the

3 0 0 5 0 0 9 9

BOOK PAGE
VOLUSIA COUNTY
FLOI '9A

OFF. REC. 277 PAGE 830

following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the appropriate Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plan and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the appropriate Modifications Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

§ 11.03 Liability. Neither the NCC, the RMC or the CMC nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval or any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or (c) the development of any property within the Properties, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the NCC, RMC or CMC, or any member thereof, may but is not required to, consult with or hear the views of any member of the Association with respect to any plans, drawings, specifications or any other proposal submitted to such Committee.

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard. Such facilities or units shall be certified by the utility as having merited the Watt-Wise designation or equivalent.

ARTICLE XII
Use Restrictions and Restrictive Covenants

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and the Common Area, including common property of any Subdistrict or Residential Association, and to impose reasonable user fees for facilities, including, but not

3 0 0 5 0 1 0 0

BOOK PAGE
VOLUSIA COUNTY

OFF. REC. 277 PAGE 831

limited to, vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any.

There shall be no swimming in any of the lakes, ponds or retention areas within the Properties. There shall be no removal of water, no discharge of any materials or water, no removal or interference with aquatic vegetation and no alteration of the banks or shoreline of any lake, pond or retention area within the Properties.

No golf carts shall be used as a normal means of transportation from one location to another within the Properties, and all use of such golf carts shall be limited to golf-related activities.

§ 12.02 Restrictive Covenants for Residential Units. No Residential Unit shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, trade or business of any kind, including professional office use, of any portion of any Residential Unit. No building shall be erected, altered, placed or permitted to remain on any Unit except those approved in accordance with Article XI hereof, the CDC-LUS, and the following general restrictions:

(a) No building or structure shall be erected on, placed upon, altered, or permitted to remain on any Residential Unit unless and until the Owner submits the floor plan, elevation, site clearing plan, and abbreviated specifications (including exterior material and colors) and such plans have been reviewed and approved by the New Construction Committee, as provided herein. The New Construction Committee shall review the proposed building or structure (including plans and specifications for same) for compliance with the Community Development Code and the Land Use Standards, to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

(b) All front, side and rear setback and lot line construction restrictions for the Properties shall be as prescribed for single family residences in the Planned Unit Development Agreement between the Declarant and the County of Volusia, Florida and the Planned Unit Development Agreement between the Declarant and the County of Flagler, Florida. No residence shall contain less than 700 square feet of enclosed living area (excluding attached garages). All garages shall be attached to the residence, and each garage shall be of sufficient size so as to accommodate at least two medium-size automobiles.

(c) No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Residential Unit as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the New Construction Committee for use during construction only.

(d) No truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof). No automobile shall be permitted to park on the street

30050101

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 832

(including the right-of-way thereof) overnight or for a continuous period of time in excess of five (5) consecutive hours.

(e) No boat, boat and trailer, or trailer alone shall be parked or stored or otherwise permitted to remain on any Residential Unit except in an approved garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked or stored or otherwise permitted to remain on any Residential Unit except in a garage attached to the residence.

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free in the neighborhood.

(g) No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Residential Unit, except an approved sign giving the name of the occupant of the residence located on said Residential Unit or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

(h) No obnoxious or offensive activity shall be conducted or permitted to exist upon any Residential Unit, nor shall anything be done or permitted to exist on any Residential Unit which could reasonably cause embarrassment, discomfort or annoyance to another Owner or which may be or may become an annoyance or private or public nuisance.

(i) No Residential Unit shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All Residential Units shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material.

(j) No hedge over three feet in height, and no wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Residential Unit unless and until the height, type and location thereof have been approved by the New Construction Committee or the Modifications Committee, as applicable.

(k) No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Residential Unit unless prior approval is obtained by the New Construction Committee or the Modifications Committee, as applicable.

(l) No driveway shall be constructed, maintained, altered or permitted to exist on any Residential Unit if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the Unit or in the street right-of-way or

3 0 0 5 0 1 0 2

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 833

swale area adjoining or abutting the Unit. All driveways must be approved by the New Construction Committee or the Modification Committee.

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant and maintain at least one (1) oak tree which will mature into a canopy tree.

(n) No one shall be permitted to install or maintain any outside television or radio antennae, masts, disks, aerials or other tower or receiving/transmitting apparatus on a Residential Unit for the purpose of audio or visual reception or transmission.

The Board shall have the power to make and enforce rules and regulations in furtherance of this Section 12.02 and nothing contained herein shall preclude the imposition of additional restrictions not inconsistent with this Declaration and the Master Land Use Plan.

ARTICLE XIII
General Provisions

§ 13.01 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

§ 13.02 Amendment. Prior to the sale of the first Residential Unit, Declarant may amend this Declaration. After such sale, subject to the requirements of Article XIV hereof, the Declarant may amend this Declaration so long as it has the right to appoint a majority of the Board of Directors; thereafter and otherwise, subject to the requirements of Article XIV hereof, this Declaration may be amended only by the affirmative vote or written consent of Voting Members representing seventy-five percent (75%) of the total votes of the Association. However, the

30050103

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 837

provisions apply only to "eligible holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

§ 14.01 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed an Owner of a Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

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

(d) any proposed action which would require the consent of eligible holders, as set forth in Sections 14.02 and 14.03 of this Article.

§ 14.02 Other Provisions for First Lien Holders. To the extent possible under Florida law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages of Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to mortgages held by such eligible holders are allocated is obtained.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to mortgages held by such eligible holders are allocated.

30050104

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 838

§ 14.03 Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.02(a) and (b) of this Article XIV, or to the addition of land in accordance with Article VIII.

(a) The consent of at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land described in Exhibit "A" or "B" hereof, and the approval of the eligible holders of first mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The consent of at least sixty-seven percent (67%) of the Class "A" votes and of the Declarant, so long as it owns any land described in Exhibit "A" or "B" hereof, and the approval of eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to a mortgage appertain, shall be required to make a material amendment to any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessments liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use of the Common Area;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (viii) boundaries of any Residential Unit;
- (ix) leasing of Residential Units;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Residential Units;

30050105

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 839

(xi) establishment of self-management by the Association where professional management has been required by an eligible holder;

(xii) convertibility of Units into Common Areas or vice versa; or

(xiii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or issuers of first mortgages on Residential Units.

(c) If an amendment to the documents is not of a material nature, the implied approval of a eligible mortgage holder shall be assumed when such eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

§ 14.04 Special PHLMC Provision. So long as required by The Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing three Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcements thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy for the Common Area, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XV Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not

3005010F

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 840

reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Volusia County and/or Flagler County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

ARTICLE XVI
Plantation Bay Sports, Inc.

§ 16.01 Conveyance of Plantation Bay Sports, Inc. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled thereby becomes the owner(s) and/or operator(s) of the Sports Club, (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club, or (d) the conveyance of the Sports Club to the Association, with or without consideration and subject or not subject to mortgage(s) or other encumbrances. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer, even in the case of a conveyance of the Sports Club to the Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

§ 16.02 Rights of Membership, Access and Parking. The Sports Club and its members (regardless of whether such members are Owners hereunder), employees, agents, contractors, and designers shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrance within the Properties to and from the Sports Club and, further, over those portions of the Properties (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Sports Club and its facilities. Without limiting the generality of the foregoing, members of the Sports Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Common Areas at reasonable times before, during, and after golf tournaments and other approved functions held at the Sports Club.

§ 16.03 Architectural Control. Neither the Association, the Modifications Committees, nor any Subdistrict or Residential Association or similar committee or board thereof, shall approve or permit any construction, addition, alteration,

30050107

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 841

change, or installation on or to any portion of the Properties which are adjacent to, or otherwise in the direct line of sight from, the Sports Club property without giving the Sports Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Sports Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of the Sports Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Sports Club's right to object to the matter so submitted. This Section shall also apply to any work on the Common Areas hereunder or any Common Areas/elements of a Subdistrict or a Residential Association, if any. The Sports Club shall not be subject to the requirements of Article XI hereof. Nevertheless, the Sports Club must provide written notice to the Board of Directors prior to construction upon the Sports Club property. In the event the Board, by a majority vote, determines that the proposed construction poses a potential threat to the health and welfare of the membership, then the Sports Club shall be required to comply with the review process established in Article XI hereof.

§ 16.04 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Sports Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Sports Club or, in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

§ 16.05 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Sports Club shall cooperate to the maximum extent possible in the operation of the Properties and the Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 4th day of April, 1986.

EGOCEN CORPORATION
a Florida Corporation

By: Francois Lazare
Francois Lazare, President



Attest:
David Galshack
David Galshack, Secretary

3005010R

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

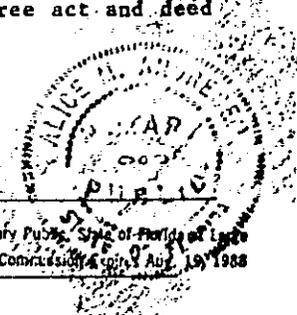
OFF. REC. 277 PAGE 842

BEFORE me personally appeared Francois Lazare and David Galshack, to me well known to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above-named corporation and acknowledged to and before me that they executed such instrument as President and Secretary of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 21 day of April, 1986.

[Signature]
NOTARY PUBLIC

My Commission Expires: My Commission Expires Aug 19 1988



80050109

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 834

percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Any amendment must be recorded in the Public Records of Volusia County and/or Flagler County, Florida. No amendment or change shall be made to this Declaration without the written approval of the Flagler County Board of County Commissioners.

§ 13.03 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability insurance, and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

§ 13.04 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

§ 13.05 Easements for Utilities, Etc. Declarant hereby reserves for itself, its designees (including, without limitation Plantation Bay Utility Company and any public utility), and the Association a blanket easement, and the right to grant permits, licenses and easements to third parties upon, across, over, and under all of the Common Area, and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties. Declarant specifically reserves

30050110

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 835

such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration. Without limiting the generality of the foregoing, there are hereby reserved for Plantation Bay Utility Co. easements across the Common Area and all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water and electric meter boxes. This reservation specifically includes an easement to spread treated sewage effluent over any and all golf course areas located on the Properties.

Notwithstanding anything to the contrary contained in this Section 13.05, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or the Declarant. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall not have the power to dedicate any part of the Common Areas to the appropriate local, state, or federal governmental entity.

§ 13.06 Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible ~~for~~ Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereof, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

CDPL03
LE188

30050111

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 836

This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 13.07 shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

§ 13.07 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

§ 13.08 Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to make emergency repairs, to perform other work reasonably necessary for the proper maintenance and operation of the Properties, and to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

§ 13.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be ~~unlawful~~, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

§ 13.10 Golf Balls. The Common Area and the common property of any Subdistrict or Residential Association is burdened with an easement permitting golf balls unintentionally to come upon the Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Common Areas and such common property to retrieve errant golf balls.

ARTICLE XIV Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Residential Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIV apply to both this Declaration and to the By-Laws of the Association. Where indicated, these

3 0 0 5 0 1 1 3

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 844

DISTANCE OF 315.51 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE SOUTH 39 DEGREES 17 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.78 FEET, CENTRAL ANGLE OF 29 DEGREES 38 MINUTES 20 SECONDS, AND A CHORD BEARING OF SOUTH 54 DEGREES 06 MINUTES 08 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN DEED BOOK 448, PAGE 126, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID LINE NORTH 01 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 155.83 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 3340.24 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 1182.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.34 ACRES

IN ADDITION TO THE FOREGOING PROPERTY, TRACT RW-8 OF THE PLANTATION BAY SCHOOL SITE, AS PER PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE PROPERTY IS REFLECTED ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PLAT BOOK 27, PAGES 40 THROUGH 49.

CDPLO3
LE188/36

30050112

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 843

EXHIBIT "A"

LAND INITIALLY SUBMITTED

A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND A PORTION OF BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF SAID SECTION 3, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10 A DISTANCE OF 1398.59 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; CENTRAL ANGLE OF 38 DEGREES 37 MINUTES 01 SECONDS, AND A CHORD BEARING OF SOUTH 46 DEGREES 43 MINUTES 16 SECONDS WEST; THENCE DEPARTING SAID SECTION LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.00 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 26 MINUTES 22 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A

CDPLO3
LE188/35

30050113

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277nce 844

DISTANCE OF 315.51 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE SOUTH 39 DEGREES 17 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.78 FEET, CENTRAL ANGLE OF 29 DEGREES 36 MINUTES 20 SECONDS, AND A CHORD BEARING OF SOUTH 54 DEGREES 06 MINUTES 06 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN DEED BOOK 446, PAGE 128, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID LINE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST A DISTANCE OF 155.83 FEET; THENCE NORTH 50 DEGREES 26 MINUTES 19 SECONDS WEST A DISTANCE OF 3340.24 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 1182.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.34 ACRES

IN ADDITION TO THE FOREGOING PROPERTY, TRACT RW-8 OF THE PLANTATION BAY SCHOOL SITE, AS PER PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE PROPERTY IS REFLECTED ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PLAT BOOK 27, PAGES 40 THROUGH 49.

CDPLO3
LE188/36

30050114

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF. REC. 277 PAGE 845

EXHIBIT "B"

Land Subject to Annexation with Approval
of the Owner of the Subject Land

That part of Township 13 South, Range 31 East, in Flagler County and Volusia County, Florida, being South of Old Dixie Highway, East of U.S. Highway No. 1 (State Road No. 5), and West of Interstate Highway No. 95 (State Road No. 9).



89 003082
FILED & RECORDED
O.R. BOOK 277 PAGE 845

86 APR -1 12:21
J. Tucker, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.



I HEREBY CERTIFY this to be a true and correct copy of the original _____

Plantation Bay

R/C & E
as the same appears of record in O. R. /
Deed Book 277 at Page(s) 845-845
Flagler County Records.

Dated this 7th day of April
A. D. 1986

SHELTON B. BARBER
Clerk Circuit Court
Flagler County, Florida

By J. Tucker D.C.

30050115

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0248

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLANTATION BAY
AS RECORDED IN OFFICIAL RECORDS
BOOK 277, PAGES 805 THROUGH 845, PUBLIC
RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, ECOGEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.6 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.05 of Article I is hereby amended to read in full as follows:

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, excluding rental apartments, as may be developed, used, and defined as herein provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

2. Section 1.19 of Article I is hereby amended to read in full as follows:

TBG248
MKMS02

30050116

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0308 PAGE 0249

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon. All apartment units shall be considered Residential Units.

3. Section 1.22 of Article I is hereby amended to read in full as follows:

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

4. Section 3.03 of Article III is hereby amended to read in full as follows:

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors, New Construction Committee or Modifications Committees shall become

3 0 0 5 0 1 1 P

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

6. The first paragraph of Section 10.01 of Article X is hereby amended to read in full as follows:

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit or until two (2) years after the purchase of that particular Land Segment, whichever occurs first. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

7. The first paragraph of Section 10.02 of Article X is hereby amended to read in full as follows:

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Voting Members and the Class "B" Member.

8. Section 10.06 of Article X is hereby amended to read in full, including the underscored portion, as follows:

TBG248
MKMS02

OFF REC 0308 PAGE 0251

30060119

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0252

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

9. Section 11.01 of Article XI is hereby amended to read in full as follows:

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the property described in Exhibit "B" hereto, computed on an area basis, has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

10. Section 11.04 of Article XI is hereby amended to read in full as follows:

TBG248
MKMS02

OFF REC 0308 PAGE 0253

30050120

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard if such program is in effect. Such facilities or units shall be certified by the utility as having obtained the Watt-Wise designation or equivalent.

11. The first paragraph of Section 12.01 of Article XII is hereby amended to read in full as follows:

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association. Any subsequently recorded declaration, covenants or restrictions upon any portion of the Properties for individual Land Segments, phases or Subdistricts which are not executed by the Declarant shall be void unless and until the Board of Directors executes and records in the public records a joinder and consent to such declaration, covenants or restrictions.

12. Paragraph (f) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free on the Properties. Any pet deemed to be a nuisance by the Board of Directors shall be removed from the Properties at the owner's expense.

13. Paragraph (m) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for

3 0 0 5 0 1 2 1

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0308 PAGE 0254

approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant, or cause to be planted, a minimum of two (2) native oak shade trees at a minimum 3 1/2" circumference at 4 feet above ground level for each Residential Unit if none exists on the lot which would shade the house.

14. Paragraph (o) of Section 12.02 of Article XII is hereby created to read in full as follows:

(o) No ornamental statuary of any type, including but not limited to bird baths, fountains and lawn statues shall be permitted to be placed upon any Residential Unit without the prior written consent of the New Construction Committee or the Modifications Committee, as applicable.

15. Section 16.01 of Article XVI is hereby amended to read in full as follows:

§ 16.01 Conveyance of Plantation Bay Sports, Inc. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled

30050122

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0308 PAGE 0255

thereby becomes the owner(s) and/or operator(s) of the Sports Club, or (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 24 day of March, 1987.

ECOCEN CORPORATION, a Florida corporation

By: Francois Lazare
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 24th day of March, 1987, by Francois Lazare, President, and David Galshak, Secretary of Ecocen Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires
JUNE 16, 1987



TBG248
MKMS02
Return:
Coast & Cole
P.O. Box 191
Daytona Beach, FL
32015

87 MAR 21 10:08
P. Jucka, Jr.
CLERK OF COURT
FLAGLER COUNTY, FLORIDA

87/003645
NO. FILED & RECORDED
OR BOOK 308 PAGE 255

089403

R/K
5/18

30110737

OFF REC 0318 PAGE 0931

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

ANNEXATION OF ADDITIONAL PROPERTY
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida corporation (the "Declarant"), is the owner of the real property described in Exhibit "A" attached hereto (the "Annexed Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay (the "Declaration") was recorded in Official Records Book 277 Page 805 Public Records of Flagler County, Florida and in Official Records Book 3005 Page 0074 Public Records of Volusia County, Florida; and

WHEREAS Declarant desires to provide a flexible and reasonable procedure for the overall development of the Annexed Property and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Annexed Property as is now or may hereafter be subject to the Declaration; and

WHEREAS, Section '8.01' of the Declaration provides that the Declarant shall have the unilateral right to impose the Declaration upon the Annexed Property by filing in the Public Records of Volusia and Flagler County an instrument annexing such properties; and

WHEREAS, Declarant intends by this instrument to impose the Declaration upon the Annexed Property for the benefit of all owners of the Annexed Property and all property subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the described in Exhibit "A" shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions in Plantation Bay.

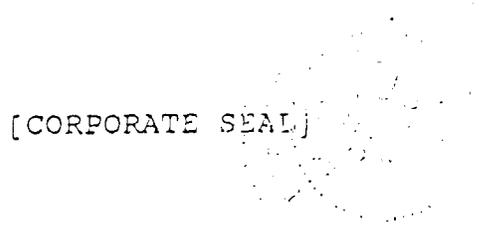
IN WITNESS WHEREOF, the undersigned Declarant has executed Declaration this 7th day of July, 1987.

ECOCEN CORP., a Florida corporation

By: Francois Lazare
Francois Lazare, President

Attest: [Signature]
David Galshoff, Secretary

095906
FILED FOR RECORD
RECORD VERIFIED
JUL 22 4 07 PM '87
By [Signature]
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA



30110738

OFF REC 0318 PAGE 0982

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF *Flagler*

The foregoing instrument was acknowledged before me this 7th day of July, 1987 by Francois Lazare and David Galshack, President and Secretary, respectively, of Ecocen Corp., a Florida corporation.

David A. Gleck

Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

30110730

BOOK PAGE
VOLUSIA COUNTY

SEE 0318 PAGE 0983



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

PLANTATION BAY PHASE I-B GOLF COURSE & CLUBHOUSE IN VOLUSIA COUNTY

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET TO THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, AND THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 161.63 FEET; THENCE SOUTH 20 DEGREES 49 MINUTES 59 SECONDS EAST A DISTANCE OF 260.76 FEET; THENCE NORTH 69 DEGREES 10 MINUTES 01 SECONDS EAST A DISTANCE OF 316.55 FEET; THENCE SOUTH 20 DEGREES 49 MINUTES 59 SECONDS EAST A DISTANCE OF 189.00 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 01 SECONDS WEST A DISTANCE OF 387.66 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 54 SECONDS WEST A DISTANCE OF 118.85 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 06 SECONDS EAST A DISTANCE OF 161.83 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 54

EXHIBIT "A"
Page 1 of 9

30110740

BOOK PAGE
VOLUSIA COUNTY

SEE 0318 PAGE 0934



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 53 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 217.70 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 27 SECONDS EAST A DISTANCE OF 134.29 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 06 SECONDS EAST A DISTANCE OF 400.00 FEET TO THE WESTEPLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (SR-9) A 300 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 1347.39 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 43 DEGREES 55 MINUTES 06 SECONDS WEST A DISTANCE OF 380.79 FEET; THENCE NORTH 35 DEGREES 16 MINUTES 29 SECONDS WEST A DISTANCE OF 144.64 FEET; THENCE NORTH 58 DEGREES 56 MINUTES 03 SECONDS WEST A DISTANCE OF 152.79 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 07 SECONDS WEST A DISTANCE OF 188.62 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST A DISTANCE OF 140.00 FEET; THENCE NORTH 83 DEGREES 36 MINUTES 50 SECONDS EAST A DISTANCE OF 98.82 FEET; THENCE SOUTH 46 DEGREES 32 MINUTES 27 SECONDS EAST A DISTANCE OF 172.19 FEET; THENCE SOUTH 37 DEGREES 34 MINUTES 41 SECONDS EAST A DISTANCE OF 344.82 FEET; THENCE SOUTH 16 DEGREES 32 MINUTES 05 SECONDS EAST A DISTANCE OF 205.55 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 35 SECONDS EAST A DISTANCE OF 90.14 FEET; THENCE SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 03 DEGREES 37 MINUTES 45 SECONDS WEST A DISTANCE OF 166.03 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES 21 SECONDS WEST A DISTANCE OF 77.62 FEET; THENCE SOUTH 75 DEGREES 01 MINUTES 26 SECONDS WEST A DISTANCE OF 151.21 FEET; THENCE SOUTH 49 DEGREES 10 MINUTES 46 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 03 SECONDS WEST A DISTANCE OF 94.51 FEET; THENCE SOUTH 60 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.72 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 212.03 FEET, CENTRAL ANGLE OF 57 DEGREES 44 MINUTES 38 SECONDS, AND A CHORD BEARING OF NORTH 27 DEGREES 55 MINUTES 08 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.69 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 570.75 FEET; THENCE NORTH 18 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 677.40 FEET; THENCE NORTH 41 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 348.99 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 52 SECONDS WEST A DISTANCE OF 300.00 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 08 SECONDS EAST A DISTANCE OF 123.97 FEET; THENCE SOUTH 48 DEGREES 30 MINUTES 22 SECONDS EAST A DISTANCE OF 139.81 FEET; THENCE NORTH 56 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 110.00 FEET; THENCE NORTH 33 DEGREES 55 MINUTES 27 SECONDS WEST A DISTANCE OF 350.15 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 32 SECONDS WEST A DISTANCE OF 339.02 FEET; THENCE NORTH 53 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 645.08 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 12 SECONDS WEST A DISTANCE OF 66.38 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 400.00 FEET, CENTRAL ANGLE OF 23 DEGREES 15 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 20 DEGREES 34 MINUTES 33.5 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 174.51 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 336.44 FEET, CENTRAL ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS, AND A CHORD BEARING OF NORTH 50 DEGREES 08 MINUTES 49

EXHIBIT "A"
Page 2 of 9

FOR: FALCON DEVELOPMENT COMPANY

JOB NO.: 86-3064

DATE: OCTOBER 29 1986

SHEET OF

30110741

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

SEE 0318 PAGE 0955



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.74 FEET; THENCE NORTH 68 DEGREES 05 MINUTES 29 SECONDS WEST A DISTANCE OF 46.26 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 479.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL B)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 4014.79 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN NORTH 82 DEGREES 39 MINUTES 48 SECONDS EAST A DISTANCE OF 88.11 FEET; THENCE NORTH 03 DEGREES 20 MINUTES 51 SECONDS EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 42 SECONDS EAST A DISTANCE OF 537.03 FEET; THENCE SOUTH 46 DEGREES 03 MINUTES 25 SECONDS WEST A DISTANCE OF 285.33 FEET; THENCE SOUTH 10 DEGREES 47 MINUTES 56 SECONDS EAST A DISTANCE OF 144.12 FEET; THENCE SOUTH 26 DEGREES 31 MINUTES 09 SECONDS WEST A DISTANCE OF 54.50 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 41 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 54 SECONDS WEST A DISTANCE OF 132.97 FEET; THENCE SOUTH 78 DEGREES 08 MINUTES 33 SECONDS WEST A DISTANCE OF 142.09 FEET; THENCE SOUTH 03 DEGREES 02 MINUTES 44 SECONDS WEST A DISTANCE OF 50.91 FEET; THENCE SOUTH 09 DEGREES 47 MINUTES 29 SECONDS EAST A DISTANCE OF 70.04 FEET; THENCE NORTH 86 DEGREES 32 MINUTES 32 SECONDS EAST A DISTANCE OF 328.55 FEET; THENCE NORTH 43 DEGREES 31 MINUTES 06 SECONDS EAST A DISTANCE OF 96.05 FEET; THENCE NORTH 64 DEGREES 31 MINUTES 41 SECONDS EAST A DISTANCE OF 115.43 FEET; THENCE NORTH 82 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 152.03 FEET, CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET, CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS, AND A CHORD BEARING OF SOUTH 62 DEGREES 55 MINUTES 39 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 629.35 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS EAST A DISTANCE OF 136.23 FEET; THENCE NORTH 68 DEGREES 27 MINUTES 37 SECONDS WEST A DISTANCE OF 261.80 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 537.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL C)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02

EXHIBIT "A"
Page 3 of 9

30110742

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0318 PAGE 0986



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 1731.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, SOUTH 89 DEGREES 36 MINUTES 40 SECONDS EAST A DISTANCE OF 191.67 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 18 SECONDS WEST A DISTANCE OF 914.85 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1280.00 FEET, CENTRAL ANGLE OF 10 DEGREES 19 MINUES 52 SECONDS, AND A CHORD BEARING OF SOUTH 04 DEGREES 46 MINUTES 39 SECONDS EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.80 FEET; THENCE SOUTH 07 DEGREES 11 MINUTES 48 SECONDS EAST A DISTANCE OF 454.89 FEET; THENCE SOUTH 41 DEGREES 43 MINUTES 19 SECONDS WEST A DISTANCE OF 297.30 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 1820.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.79 ACRES.

EXHIBIT "A"
Page 4 of 9

30110743

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0318 PAGE 0987



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

PLANTATION BAY PHASE I-D (FLAGLER COUNTY FAIRWAYS) PARCEL A

A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A. AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF SAID SECTION 10 AND DEPARTING THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 1771.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 1730.14 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 84 DEGREES 36 MINUTES 29 SECONDS WEST A DISTANCE OF 96.15 FEET; THENCE NORTH 48 DEGREES 16 MINUTES 41 SECONDS WEST A DISTANCE OF 602.91 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 512.41 FEET; THENCE NORTH 68 DEGREES 20 MINUTES 53 SECONDS EAST A DISTANCE OF 196.36 FEET; THENCE NORTH 26 DEGREES 16 MINUTES 01 SECONDS EAST A DISTANCE OF 117.25 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 43

EXHIBIT "A"
Page 5 of 9

30110744

BOOK PAGE
VOLUSIA COUNTY

REC 0318 PAGE 0938



SLIGER & ASSOCIATES, INC

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

SECONDS WEST A DISTANCE OF 127.26 FEET; THENCE NORTH 72 DEGREES 26 MINUTES 14 SECONDS WEST A DISTANCE OF 89.57 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 37 SECONDS WEST A DISTANCE OF 500.40 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 13.74 FEET; THENCE NORTH 78 DEGREES 27 MINUTES 44 SECONDS WEST A DISTANCE OF 94.88 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 149.34 FEET, CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF NORTH 64 DEGREES 34 MINUTES 55 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.36 FEET TO THE P.C.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 05 DEGREES 42 MINUTES 05 SECONDS WEST; THENCE RUN NORTHEASTLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 765.00 FEET, CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 05 SECONDS, AND A CHORD BEARING OF NORTH 47 DEGREES 33 MINUTES 58 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 220.77 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES 59 SECONDS EAST A DISTANCE OF 44.90 FEET; THENCE NORTH 83 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 166.43 FEET; THENCE NORTH 51 DEGREES 40 MINUTES 48 SECONDS EAST A DISTANCE OF 197.98 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 175.68 FEET; THENCE SOUTH 30 DEGREES 47 MINUTES 40 SECONDS EAST A DISTANCE OF 48.57 FEET; THENCE SOUTH 25 DEGREES 36 MINUTES 53 SECONDS EAST A DISTANCE OF 122.72 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 39 SECONDS EAST A DISTANCE OF 99.70 FEET; THENCE NORTH 15 DEGREES 45 MINUTES 22 SECONDS EAST A DISTANCE OF 51.83 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 20 SECONDS EAST A DISTANCE OF 374.49 FEET; THENCE NORTH 13 DEGREES 15 MINUTES 15 SECONDS EAST A DISTANCE OF 75.98 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 15 SECONDS EAST A DISTANCE OF 88.98 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING:

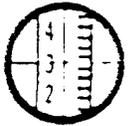
FROM THE NORTHEAST CORNER OF SAID SECTION 10, RUN SOUTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10 A DISTANCE OF 4014.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE A DISTANCE OF 537.67 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 51 DEGREES 31 MINUTES 34 SECONDS WEST A DISTANCE OF 118.13 FEET; THENCE SOUTH 21 DEGREES 39 MINUTES 12 SECONDS EAST A DISTANCE OF 65.85 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 49 SECONDS WEST A DISTANCE OF 210.67 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 11 SECONDS WEST A DISTANCE OF 345.00 FEET; THENCE NORTH 53 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 715.98 FEET; THENCE NORTH 18 DEGREES 23 MINUTES 09 SECONDS WEST A DISTANCE OF 275.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 27 SECONDS WEST A DISTANCE OF 321.49 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT, 236 FEET WIDE, AS DESCRIBED IN DEED BOOK 446, PAGE 128 AND OFFICIAL RECORDS 60134, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

EXHIBIT "A"
Page 6 of 9

30110745

BOOK PAGE
VOLUSIA COUNTY

REC 0318 PAGE 0989



SLIGER & ASSOCIATES, INC

PROFESSIONAL LAND SURVEYORS

3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

THENCE ALONG SAID LINE, RUN NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST A DISTANCE OF 1039.91 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 81 DEGREES 12 MINUTES 52 SECONDS EAST A DISTANCE OF 42.77 FEET TO THE B.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 327.15 FEET, CENTRAL ANGLE OF 49 DEGREES 08 MINUTES 08 SECONDS, AND A CHORD BEARING OF NORTH 56 DEGREES 38 MINUTES 48 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 280.55 FEET TO THE P.R.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1291.46 FEET, CENTRAL ANGLE OF 7 DEGREES 13 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 35 DEGREES 41 MINUTES 19 SECONDS EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 162.74 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 84 DEGREES 17 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 199.34 FEET, CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF SOUTH 64 DEGREES 34 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 96.58 FEET; THENCE SOUTH 78 DEGREES 27 MINUTES 44 SECONDS EAST A DISTANCE OF 110.96 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 118.85 FEET; THENCE SOUTH 42 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 47 DEGREES 28 MINUTES 41 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 50 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 186.05 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 45 SECONDS EAST A DISTANCE OF 167.11 FEET; THENCE SOUTH 14 DEGREES 56 MINUTES 57 SECONDS WEST A DISTANCE OF 140.43 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 81.64 FEET; THENCE SOUTH 17 DEGREES 02 MINUTES 46 SECONDS WEST A DISTANCE OF 625.03 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 51 SECONDS EAST A DISTANCE OF 485.48 FEET; THENCE SOUTH 18 DEGREES 03 MINUTES 09 SECONDS EAST A DISTANCE OF 311.00 FEET; THENCE SOUTH 64 DEGREES 47 MINUTES 09 SECONDS EAST A DISTANCE OF 512.31 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 42 SECONDS EAST A DISTANCE OF 184.11 FEET THENCE SOUTH 09 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 65.00 FEET; THENCE SOUTH 72 DEGREES 03 MINUTES 37 EAST A DISTANCE OF 96.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.50 ACRES.

EXHIBIT "A"
Page 7 of 9

30110748

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF 0318 PAGE 0990
REC

LAKE DESCRIPTION

A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AS THE POINT OF BEGINNING, RUN SOUTH 2 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.39 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 161.65 FEET; THENCE NORTH 71 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 21 DEGREES 17 MINUTES 03 SECONDS EAST A DISTANCE OF 50.24 FEET; THENCE NORTH 71 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 65.77 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 53 SECONDS EAST A DISTANCE OF 114.19 FEET; THENCE NORTH 69 DEGREES 23 MINUTES 14 SECONDS EAST A DISTANCE OF 65.52 FEET; THENCE NORTH 61 DEGREES 51 MINUTES 23 SECONDS EAST A DISTANCE OF 53.76 FEET; THENCE NORTH 72 DEGREES 04 MINUTES 29 SECONDS EAST A DISTANCE OF 124.39 FEET; THENCE NORTH 69 DEGREES 16 MINUTES 49 SECONDS EAST A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9); THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 905.06 FEET; THENCE RUN NORTH 21 DEGREES 51 MINUTES 57 SECONDS WEST A DISTANCE OF 799.10 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 24 DEGREES 46 MINUTES 08 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.38 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 05 SECONDS WEST A DISTANCE OF 99.59 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 5 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 2 A DISTANCE OF 1000.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.81 ACRES

(LEGAL DESCRIPTION PER SLIGER & ASSOCIATES, INC.)

LAKE # 11 Volusia County, Florida

30110747

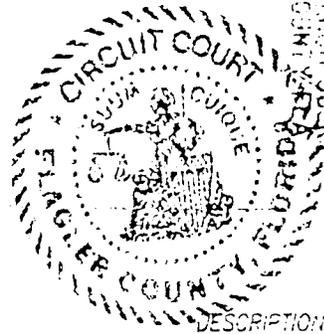
BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA

87 JAN 22 P2:41

FILED & RECORDED
OR REC'D 3/8 PM 981-
991

87/0080272



REC 0318 PAGE 0991

A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND A PORTION OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF PLANTATION BAY, PHASE 1-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-46, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE EAST LINE OF SAID SECTION 10, SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 3303.87 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 78 DEGREES 17 MINUTES 49 SECONDS WEST A DISTANCE OF 285.67 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 11 SECONDS WEST A DISTANCE OF 345.00 FEET; THENCE NORTH 53 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 715.98 FEET; THENCE NORTH 18 DEGREES 23 MINUTES 14 SECONDS WEST A DISTANCE OF 275.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 27 SECONDS WEST A DISTANCE OF 321.49 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 00 SECONDS WEST A DISTANCE OF 1133.71 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 775.78 FEET, A CENTRAL ANGLE OF 29 DEGREES 36 MINUTES 20 SECONDS, AND A CHORD BEARING OF NORTH 54 DEGREES 06 MINUTES 05 SECONDS EAST; SAID POINT BEING ON THE BOUNDARY OF SAID PLANTATION BAY, PHASE 1-A; THENCE RUN EASTERLY ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET; THENCE NORTH 39 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE NORTH 58 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 26 MINUTES 20 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 315.51 FEET TO THE P.R.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 53 MINUTES 01 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.00 FEET TO THE POINT OF BEGINNING.

INCLUDES ONLY Bay Pointe
SUBDIVISION AND GOLF
FAIRWAYS

CONTAINING 68.82 ACRES.

9.52

OFF REC 0468 PAGE 1104

VACATION, REALLOCATION AND DECLARATION OF EASEMENTS
PLANTATION BAY, FLAGLER COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, INTERVEST AT PLANTATION BAY, a Florida partnership, ("Intervest") which partnership is Declarant under the Declaration of Covenants, Conditions, Restrictions of Plantation Bay, originally recorded in Official Records Book 277 at Page 805 of the Public Records of Flagler County, Florida, and PLANTATION BAY UTILITY CO., a Florida corporation, as designee of Intervest, which corporation and partnership shall be jointly referred to herein as the "Declarers", hereby declares, creates, vacates, reallocates and grants as follows:

1. Attached hereto as Exhibit "A" is a survey prepared by Sliger & Associates, Inc., a Florida corporation, under Job No. 87-3041 which legally describes certain real property situate in Flagler County, Florida, as: Lots 20 and Lot 19, less one-third (1/3) portion of the Northern side of Lot 19, Plantation Bay - Phase 1B-F, Unit 1, of record in Map Book 27 at Pages 62 through 65 of the Public Records of Flagler County, Florida (the "Parcel").

2. Record title to Parcel is vested in William S. Korff and Charlotte Korff, his wife ("Korff"). Korff is joining in the execution of this instrument to evidence their consent to the matters described herein. Reference is made to certain side lot utility easements existing and described on the original plat described in paragraph 1 lying adjacent to the side lot line between Lots 19 and 20 within said plat, the same are hereby vacated by Declarers, provided, however, that this vacation shall not affect the easements described in the front and rear lot lines of Lots 19 and 20.

3. With respect to the Parcel, Korff and all successors in title to the Parcel agree that in respect to assessments levied by Plantation Bay Community Association, Inc., a Florida not-for-profit corporation, the owner of the Parcel shall pay those assessments, regular and special, at the rate of one and two-thirds (1 2/3) of the base amount.

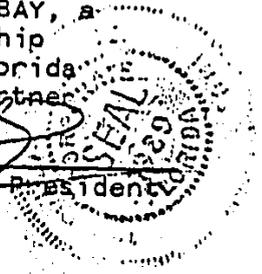
EXECUTED this 25th day of March, 1992.

WITNESSES:

[Signature]
Typed name: ERESA J. THORNTON-HILL
[Signature]
Typed name: LOIS CRAWFORD

INTERVEST AT PLANTATION BAY, a Florida general partnership
By: PLANMOR, INC., a Florida corporation, managing partner
By: [Signature]
Morteza Hosseini-Kargar, President

(Corporate Seal)



[Signature]
Typed name: Gail E. Floch
[Signature]
Typed name: Nancy Hipple

PLANTATION BAY UTILITY CO., a Florida corporation

By: [Signature]
David Galshack, Treasurer

Attest: [Signature]
David Galshack, Secretary

(Corporate Seal)



Gail E. Floch
Typed name: Gail E. Floch

Nancy D. Hipple
Typed name: Nancy Hipple

William S. Korff
William S. Korff

Charlotte Korff
Charlotte Korff

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Volusia

BEFORE ME, the undersigned Notary Public, personally appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a Florida corporation, as managing partner of INTERVEST AT PLANTATION BAY, a Florida partnership, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 26th day of March, 1992.

Lois Crawford
NOTARY PUBLIC, State of Florida at
Typed Name: LOIS CRAWFORD
My Commission Expires:
(Notarial Seal)

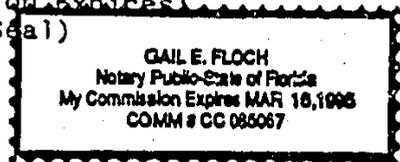


LOIS CRAWFORD
My Comm. Exp. Jan. 29, 1993

STATE OF FLORIDA
COUNTY OF Glades

BEFORE ME, the undersigned Notary Public, personally appeared DAVID GALSHACK, as Secretary and Treasurer of PLANTATION BAY UTILITY CO., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 28th day of April, 1992.

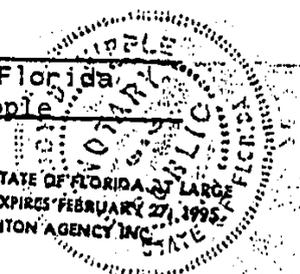
Gail E. Floch
NOTARY PUBLIC, State of Florida
Typed Name: Gail E. Floch
My Commission Expires:
(Notarial Seal)



STATE OF FLORIDA
COUNTY OF Volusia

BEFORE ME, the undersigned Notary Public, personally appeared WILLIAM S. KORFF and CHARLOTTE KORFF, his wife, who acknowledged execution of the foregoing for the purposes therein stated, who are both personally known to me and who both did take an oath, this 6th day of April, 1992.

Nancy D. Hipple
NOTARY PUBLIC, State of Florida
Typed Name: Nancy D. Hipple
My Commission Expires:
(Notarial Seal)



NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEBRUARY 27, 1995
BONDED THRU ASHTON AGENCY INC.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
1825 Security First Blvd., Bldg.#3
Daytona Beach, Florida 32114
RT. P.O. Box 5488
DAYTONA BEACH, FL 32118



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

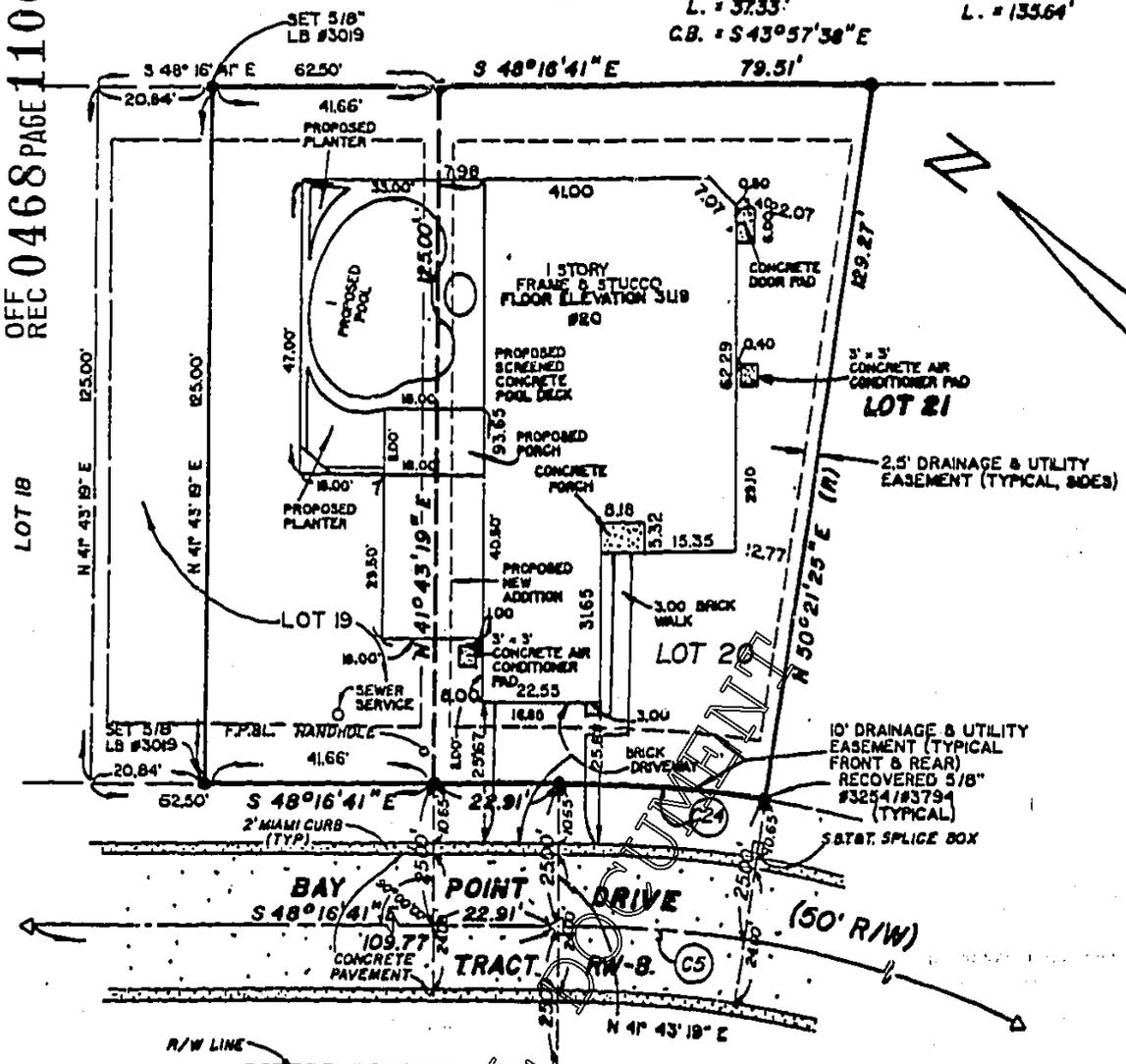
OFF 0468 PAGE 1106
REC

CURVE DATA

TRACT 8C-23

(C24) $\Delta = 08^{\circ}38'06''$
R. = 247.69'
L. = 37.33'
CB. = S43°57'38" E

(C5) $\Delta = 34^{\circ}54'01''$
R. = 222.69'
L. = 133.64'



- ABBREVIATIONS:
- Δ - CENTRAL ANGLE
 - R - RADIUS
 - L - ARC LENGTH
 - CB - CHORD BEARING
 - R/W - RIGHT OF WAY
 - CL - CENTERLINE
 - DRAIN - DRAINAGE

- ESMNT - EASEMENT
- TYP - TYPICAL
- SBT & T - SOUTHERN BELL TELEPHONE & TELEGRAPH
- FP & L - FLORIDA POWER & LIGHT

SHEET 1 OF 2
(SEE SHEET 2 FOR SURVEYORS NOTES)

VALID WITH EMBOSSED SEAL AND SIGNATURE ONLY

PLAT OF SURVEY

LOT 20 & LOT 19, LESS 1/3 PORTION OF THE NORTHERN SIDE OF LOT 19, PLANTATION BAY, PHASE 18-F, UNIT 1
AS RECORDED IN PLAT/MAP BOOK 27 PAGE(S) 62-65

OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,

FIELD BOOK

FOR: WILLIAM S. KORFF

JOB NO: 87-3041
SCALE: 1" = 30'

BOUNDARY:
FNDTN SEE SHEET 2 OF 2
FINAL:
RECEIVED:

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 28H-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GUS A. SLIGER, P.L.S. NO. 8234
STEPHEN B. SLIGER, P.L.S. NO. 3794
J.E. ZAPATA, P.L.S. NO. 4046

- LEGEND
- DENOTES IRON ROD W/CAP
 - DENOTES IRON PIPE
 - DENOTES CONC. MONUMENT
 - DENOTES PRM
 - △ DENOTES PCP
 - (R) DENOTES RADIAL LINE
 - (NR) DENOTES NON-RADIAL LINE

VAN CHECKED 9/30/87

RI Elements
177,00

OFF REC 0471 PAGE 1447

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS

OF

BAY POINTE

THIS DECLARATION, made this 14th day of August, 1992, by WILLIAM R. THOMASON and POLLY THOMASON, as Trustees of the WILLIAM R. THOMASON REVOCABLE TRUST AGREEMENT DATED DECEMBER 15, 1989, JOHN MUELLER and ANNE MUELLER, his wife, and ROBERT R. MONDE and BARBARA MONDE, his wife, hereinafter referred to as the "Owner".

W I T N E S S E T H

WHEREAS, the Owner's are the fee simple title owners of real property located in Flagler County, Florida, more particularly described in Article II of this Declaration and sometimes referred to as "BAY POINTE, a Subdistrict, within the Plantation Bay P.U.D. (Plantation Bay); and

WHEREAS, the properties are located within Unit 1 as shown on Plat of Plantation Bay Phase 1B-1, duly filed in the Office of the Clerk of Circuit Court of Flagler County, Florida, and recorded in Plat Book 27, at Pages 62 through 65, inclusive of the Public Records of Flagler County, Florida; (Bay Pointe) and

WHEREAS, the Owner desires to establish the "Bay Pointe Subdistrict" and to subject the properties within the Subdistrict to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of the properties and each owner thereof; and

UNOFFICIAL DOCUMENT

OFF REC 0471 PAGE 1448

WHEREAS, the Owner desires to organize a "Residential Association" to which should be delegated and assigned the powers of owning, operating and maintaining the common Bay Pointe Irrigation System, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Owner has incorporated under the laws of the State of Florida, as a not for profit corporation, BAY POINTE HOME OWNER'S ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Owner declares that the properties described in Article II are and shall be held, transferred, sold, conveyed, leased, donated and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words and terms, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

A. Association. Association shall mean and refer to BAY POINTE HOME OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns and Residential Association. The Articles of Incorporation and the By-Laws of the Association are attached hereto and made a part hereof as Exhibits "A" and "B" respectively.

B. Plat. Plat shall mean and refer to the Plantation Bay

UNOFFICIAL DOCUMENT

OFF 0471 PAGE 1449
REC

Phase 1B-F Subdivision Plat as recorded in the Public Records of Flagler County, Florida and also known as Bay Pointe Subdistrict.

C. Lots. Lots shall mean and refer to those Lots in Article II.

D. Owner. Owner shall mean and refer to the record owner, whether one or more persons of an entity or entities, of the fee simple record title to any Lot, as heretofore defined, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgage has acquired record title pursuant to foreclosure or any proceeding in lieu of foreclosure.

E. Member. Member shall mean and refer to all those owners, as heretofore defined, as provided in Article IV, Section 2, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property, which is and shall be held, transferred, sold, conveyed, leased, ~~deposited~~ and occupied subject to this Declaration, is located in Flagler County, Florida, and is more particularly described as follows:

Lots 6, 9 and 22, Plantation Bay Phase 1B-F, Unit 1, according to the plat thereof as recorded in Plat Book 27, Pages 40 through 48, of the Public Records of Flagler County, Florida.

Section 2. The following lots within the Bay Pointe Subdistrict may be annexed and added to this Declaration, to-wit:

Lots 1, 2, 3, 4, 5, 7, 8, 10, 11, 13, 17, 20, 21, 26, 27, 28, 30, 36, 39, 42, 43, 44, 45, 54, 55, 56, and 57, Plantation Bay Phase 1B-F, Unit 1, according to the plat

UNOFFICIAL DOCUMENT

thereof as recorded in Plat Book 27, Pages 40 through 48, of the Public Records of Flagler County, Florida and any other lots shown on the Plat and which may be approved by the Board of Directors.

OFF REC 0471 PAGE 1450

Upon such annexation, the lot shall be subject to all of the terms, conditions, provisions, limitations, assessments and lien rights, easements and restrictions contained in this Declaration and the Owner shall be entitled to all rights, burdens and privileges set forth in this Declaration including membership in the Association.

Any annexation in accordance with this Article II shall be made by recording a Declaration of Annexation in the Public Records of Flagler County, Florida, which shall subject the lot described therein to the terms and conditions of this Declaration.

ARTICLE III

IRRIGATION SYSTEM

Section 1. Defined. The purpose of the Association shall be limited to the ownership and management of the existing common irrigation system within Bay Pointe. This presently includes the two wells, pumps, clocks, the trunk line from the wells and the valves controlling water flow to each of the Lots currently on the system. Members or customers of the system will be responsible for the maintenance of lines and sprinkler heads from the discharge side of the valve serving their Lot.

Section 2. Services Provided By The Association:

A. Maintenance, repair and replacement as needed for all wells, pumps, controllers and other equipment required to provide

OFF 0471 PAGE 1451
REC

water to the trunklines.

B. Maintenance, repair and replacement as needed of the trunk lines and valves regulating water flow to individual lots.

Section 3. Members And Customers Responsible For:

A. Maintenance, repair and replacement of piping from the discharge side of the control valve for their lot and all sprinkler heads on their property.

B. All repairs for which the member or customer is responsible must be made promptly. Failure to repair within seven days will result in water being turned off until repair is completed at owner's direction and expense.

ARTICLE IV

THE ASSOCIATION

Section 1. Purpose and Powers. The Owners have incorporated under the laws of the State of Florida, as a not for profit corporation, Bay Pointe Home Owner's Association, Inc., true and complete copies of the Articles of Incorporation and the By-Laws of which are annexed hereto and made a part hereof as Exhibits "A" and "B", respectively. The purposes of the Association are to promote the health, safety and welfare of the members and to implement, administer, enforce and interpret the provisions of the Declaration. In furtherance thereof, the Association has the following powers:

A. To implement, administer, enforce and interpret the provisions of this Declaration, the Articles of Incorporation, and the By-Laws.

UNOFFICIAL DOCUMENT

B. To establish, make, levy and collect annual operating and special assessments against each member and against each member's Lot.

C. To make, establish and enforce reasonable rules and regulations governing the use and enjoyment of the common irrigation system.

D. Except as may otherwise be provided in this Declaration, the Articles of Incorporation or the By-Laws, the corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida.

Section 2. Membership. The following shall be members of the Association and no other person or entity shall be a member of the Association:

A. Those Lot owners who have executed this Declaration.

B. Any person or entity who is the record owner of a fee or undivided fee simple interest in any Lot (as this term is defined in this Declaration) and who annexes said Lot to this Declaration, shall automatically be a member of the Association, provided that any such person or entity who holds such interest as a security for the performance of an obligation shall not be a member, except if such person or entity acquires such interest pursuant to foreclosure or any proceeding in lieu of foreclosure. At such time as a person or entity is no longer the record owner of such interest, the membership in the Association of such person or entity shall automatically terminate. The interest of a member in the funds, assets or real property of the Association cannot be

UNOFFICIAL DOCUMENT

conveyed, assigned, hypothecated or otherwise transferred except as an appurtenance to such member's Lot. No member shall bring or have the right to bring any action for partition or division.

Section 3. Voting Rights. Each member shall be entitled to one (1) vote for each Lot in which such person or entity holds the interest required for membership. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be members, and the vote for such Lot shall be cast by the person or entity named in a certificate signed by all of such members, which certificate shall be filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed, the vote of such members shall not be considered in determining the requirement for a quorum nor for any other purpose. All actions required to be taken by members and all notices required to be communicated to members shall be taken by and/or communicated to such members as are entitled to vote.

Section 4. Withdrawal of Member. Should the purpose, power or function of the association be expanded by any future amendments hereto, any member may withdrawal from the association and upon doing so said ex-member's lot shall be released from the terms and conditions of this Declaration. Any such notice will be accomplished by the recording in the Public Records of Flagler County, Florida, a Notice of Withdrawal. Any Member may withdrawal from the association upon installation of their individual sprinkler system.

UNOFFICIAL DOCUMENT

ARTICLE V

COVENANT FOR OPERATING AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner, upon annexing his lot, covenants and agrees to pay the annual operating and any special assessments to the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be charged on each Lot and shall be a continuing lien upon the Lot against which each such assessments are made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or entity that was the owner of such property at the time when such assessments fell due.

Section 2. Exclusive Use. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association.

Section 3. Assessments in General, Budgets, Duties of the Board of Directors of Association Attendant Thereto. The Association is hereby granted the right to establish, make, levy and collect annual operating and special assessments against the owner of each Lot and against each owner's Lot. In furtherance of

said right, the following provisions shall be operative and binding upon the owner of each Lot:

A. All annual operating and any special assessments established, made, levied, and collected against the owners and their lots shall be identical.

B. The Board of Directors of the Association shall establish an annual budget and such budget shall project all operating expenses for the forthcoming year and capital replacements which are required to implement the purposes and powers of the Association. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, that the annual operating assessments levied are or may prove to be insufficient to pay the costs of implementing the purposes and powers of the Association, or in the event of necessity, said Board of Directors shall have the authority to levy such additional operating assessment or assessments as it shall deem to be necessary.

C. The Board of Directors of the Association, in establishing said annual budget, may include therein a sum to be collected and maintained.

D. The adoption of the budget and the amount of the annual assessment shall be determined as provided for in the By-Laws of the Association.

E. Assessments shall be collected annually in advance on the first day of January of each year.

Section 4. Effect of Non-Payment of Assessments, the Personal

Obligation of the Owner, the Lien, Remedies of the Association. If the assessments as provided for herein are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose, as hereinafter provided, the lien against the Lot. There shall be added to the amount of such assessments the costs of preparing and filing the Complaint in such action and in the event a Judgment is obtained, such Judgment shall include interest on the assessments, as above provided, and attorney's fees, together with the costs of the action.

The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida.

Instead of lien foreclosure, the Board of Directors may elect to terminate irrigation service to the lot with five days notice.

The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of

Flagler County, Florida, of a Claim of Lien stating the description of the Lot encumbered by the lien, the name of the owner of the Lot, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the Claim of Lien is made and recorded, plus interest, collection costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The Claim of Lien shall be signed and verified by the President or the Vice President of the Association. When full payment of all sums secured by such lien is made, the Claim of Lien shall be satisfied of record by the President or Vice President of the Association. Institution of a suit of law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit of law to attempt to effect collection of any sum then remaining owing to the Association.

Section 5. Subordination of the Lien. The assessments lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessments and it shall be subordinate to any Claim of Lien, provided that such mortgage or mortgages or Claim of Lien is

recorded prior to the Association's Claim of Lien. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments.

ARTICLE VI

EASEMENTS

Section 1. Easement for Common Irrigation System. There is hereby granted and created to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot for the installation, maintenance, operation, repair and replacement of the common irrigation system. Should any portion of said system encroach onto any Lot this easement shall permit the encroach to continue.

Section 2. Easement for Irrigation Pump and Lines and Access for Maintenance and Indemnification

A. There is hereby granted and created to the Association a non-exclusive perpetual easement for the operating, maintaining and installing wells and for the installment, maintenance, operation, repair and replacement of an electric irrigation pump, meters, timers and connecting water pipes and water lines over that portion of any lot upon which same is presently located for the purpose of pumping water from said lot to all portions of the subdistrict

UNOFFICIAL DOCUMENT

requiring irrigation for grass and landscaping. This easement shall automatically be granted over and attached to any such Lot when said Lot is annexed to this Declaration.

B. The owner of any such Lot shall be indemnified by the Association against any and all expenses, claims and liabilities, including attorney fees incurred by or imposed upon him for injuries or damages sustained and arising out of the use of his Lot by the Association and said easement. The Association shall also have the duty to defend Owner in any suit or proceeding.

ARTICLE VII

TERMINATION AND AMENDMENT

Section 1. Except as set forth in Sections 3 and 4, below, the owners of two-thirds (2/3) percent of the Lots, may amend, modify or rescind such provisions of this Declaration as they deem necessary or desirable.

In the event of any amendment or termination hereunder, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called at which a quorum was present in person or by proxy, and that at least a minimum percent of those entitled to cast a vote approved the amendment. The foregoing certificate evidencing approval of the amendment or modification to this Declaration shall be filed of record in the Public Records of Flagler County, Florida, along with the amendment or modification adopted. It shall not be necessary for owners to join in any document to effectuate the amendment or modification.

UNOFFICIAL DOCUMENT

Section 2. Notwithstanding the provisions of Section 1, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners of the individual homes have given their prior written approval, the Association shall not be entitled to change the method of determining the obligations, assessments, dues or other charges which may be levied against an individual Lot owner.

Section 3. The Owner intends that the provisions of this Declaration meet and be consistent with the Federal Home Loan Mortgage Market requirements in effect on the date hereof. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners have given their prior written approval, not to be unreasonably withheld, no amendment of this Declaration shall be effective if such amendment would disqualify or preclude the purchase of first mortgages on the FHLMC Secondary Mortgage Market.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall constitute covenants running with the land and each shall constitute an equitable servitude upon the owner of each Lot and the appurtenant undivided interest in the common areas and upon ~~the~~ heirs, personal representatives, successors and assigns of each owner. This Declaration shall be binding and of full force and effect for a period of thirty (30) years from the date this Declaration is recorded in the Public

UNOFFICIAL DOCUMENT

Records of Flagler County, Florida, after which time this Declaration shall automatically be extended for successive twenty (20) year periods, unless an instrument signed by not less than two-thirds (2/3) percent of the then record owners of the Lots is recorded containing an agreement of said owners with respect to the alteration, change, modification or termination, in whole or in part, of the provisions of this Declaration.

Section 2. Notices. Any notices, demands, requests, consents or other communications required or permitted to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association or any owner, or the Developer. Failure by any owner or the Association to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should it become necessary to institute

UNOFFICIAL DOCUMENT

legal action against a member of the Association to enforce compliance with this Declaration, the Articles and By-Laws of the Association, or the rules and regulations of the Association, upon a finding by a Court in favor of the Association, or owner the defendant member shall reimburse the said party for its costs of suit, including reasonable attorney's fees, at both trial and appellate level incurred by it in bringing such action.

Section 5. Master Declaration and Association. In addition to the terms and conditions contained herein, the properties shall also be conveyed and held subject to Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded at Official Records Book 277, Page 809, Public Records of Flagler County, Florida (Master Declaration). Owners shall be required to comply with Master Declaration and be a member of the Plantation Bay Community Association, Inc. (Community Association) paying assessments thereto as required, in addition to being a member of BAY POINTE and paying assessments thereof as required by this Declaration.

Section 6. Severability. Invalidation of any one of the provisions of this Declaration by Judgment or Court Order shall in no way affect any provision which shall remain in full force and effect.

Section 7. Title and Captions. Section titles or other captions contained in this Declaration are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of the Declaration or

the intent of any provision hereof.

Section 8. Person or Gender. Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 9. Applicable Law. The provisions of this Declaration and any dispute arising hereunder shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Owner has caused this Declaration of Covenants and Restrictions to be executed on this 14th day of August, 1992.

Signed in the Presence of:

Nancy D. Stipple
Nancy D. Stipple

William R. Thomason
WILLIAM R. THOMASON, Trustee
Polly Thomason
POLLY THOMASON, Trustee
John Mueller
JOHN MUELLER
Anne Mueller
ANNE MUELLER
Robert R. Monde
ROBERT R. MONDE
Barbara Monde
BARBARA MONDE

STATE OF FLORIDA
COUNTY OF FLAGLER

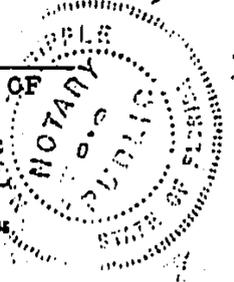
The foregoing instrument was acknowledged before me this 14th day of August, 1992, by WILLIAM R. THOMASON and POLLY THOMASON, as Trustees of the WILLIAM R. THOMASON Revocable Trust Agreement Dated December 15, 1989, and JOHN MUELLER and ANNE MUELLER, his wife and ROBERT R. MONDE and BARBARA MONDE, his wife, who are personally known to me and who did not take an oath.

UNOFFICIAL

Witness my hand and official seal in the County and State last aforesaid
this 14th day of August, 1992.

OFF 0471 PAGE 1464
REC

Nancy D. Hipple
NOTARY PUBLIC - STATE OF
FLORIDA
MY COMMISSION EXPIRES:
Nancy D. Hipple



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEBRUARY 27, 1993
BONDED THRU ASHTON AGENCY INC.

CC 087477

UNOFFICIAL DOCUMENT

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BAY POINTE HOME OWNER'S ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 23, 1992, as shown by the records of this office.

The document number of this corporation is N46989.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of January, 1992.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

Exhibit "A"

OFF 0471 PAGE 1466
REC

ARTICLES OF INCORPORATION

OF

BAY POINTE HOME OWNER'S ASSOCIATION, INC.

(A corporation not for profit under the laws of the State of Florida)

FILED
1992 JAN 23 AM 10:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, the undersigned hereby forms a corporation for the purpose and with the powers hereinafter mentioned; and to that end I do, by these Articles of Incorporation, set forth:

ARTICLE I

NAME

The name of the corporation shall be BAY POINTE HOME OWNER'S ASSOCIATION, INC., for convenience the corporation shall be referred to in this instrument as "The Association".

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity to carry out and accomplish the purposes described in the Declaration of Covenants and Restrictions for Bay Pointe Subdivision (hereinafter called "The Declaration"), as recorded in the Public Records of Flagler County, Florida, and to undertake the management, maintenance, operation, ownership and other duties relating to the property for the common benefit of lots described in the above Declaration.

UNOFFICIAL DOCUMENT

OFF 0471 PAGE 1467
REC

ARTICLE III

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article II above and all of the power reasonably necessary to carry out the responsibilities and duties conferred upon it by the Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

(a) To make and establish reasonable rules and regulations regarding the use of Association property subject to its jurisdiction.

(b) To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To own, maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property.

UNOFFICIAL DOCUMENT

(e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

(f) To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, as amended from time to time, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted and the rules and regulations governing the use of the Association property.

(g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

(h) To borrow money and to mortgage, pledge, or hypothecate the assets of the Association as security for the repayment thereof.

(i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

(j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants and any Declaration

UNOFFICIAL DOCUMENT

supplementary thereto.

(k) To organize, promote and support undertakings and activities for the benefit and general welfare of its members.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

3.4 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV

MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

4.1 The membership of the Association shall consist of every person who is either an incorporator hereto or who hereafter joins in and consents to the Declaration of Covenants and Restrictions.

4.2 Immediately upon the divestment of a member's ownership interest in a lot, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Any successor owner shall be entitled to membership upon providing written notice to the Association of such ownership interest. At the request of the Association, the successor owners shall provide the Association with a certified copy of the instrument evidencing

OFF 0471 PAGE 1470
REC

his ownership interest.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association belong solely to the Association, subject to the limitation that the same be expanded, held or used for benefit of the membership and in the By-Laws which may be hereafter adopted.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each lot, in Bay Pointe. Votes may be exercised or cast by the owner or owners of each lot as may be provided by the Declaration of Covenants and Restrictions and the By-Laws hereafter adopted by the Association.

4.5 Any member who maintains one residence on two lots shall be entitled to one membership and one vote in the association. Such a member shall only be assessed for one lot.

ARTICLE V

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 9 Bay Point Drive, Ormond Beach, Florida 32174, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The initial resident agent of the Association shall be Michael D. Chiumento, whose address is 4 Old Kings Road North, Palm Coast, Florida 32137. The Board of Directors may, from time to time, change the resident

UNOFFICIAL DOCUMENT

OFF REC 0471 PAGE 1471

agent by designation filed in the office of the Secretary of State.

ARTICLE VI

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. Directors need not be members of the Association.

6.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John Mueller	22 Bay Pointe Drive Ormond Beach, FL 32174
William R. Thomason	6 Bay Pointe Drive Ormond Beach, FL 32174
Robert R. Monde	9 Bay Pointe Drive Ormond Beach, FL 32174

6.3 The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer and as many Assistant Secretaries as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are non incompatible; provided, however that the office of the President and Vice-President shall not be held by the same person, nor shall the President be also the Secretary or an Assistant Secretary. Directors are to be elected as according to the by-laws.

UNOFFICIAL DOCUMENT

OFF REC 0471 PAGE 1472

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Robert R. Monde	President	9 Bay Pointe Drive Ormond Beach, FL 32174
William R. Thomason	Vice-President	6 Bay Pointe Drive Ormond Beach, FL 32174
John Mueller	Secretary/ Treasurer	22 Bay Pointe Drive Ormond Beach, FL 32174

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reasons of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except

UNOFFICIAL DOCUMENT

when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being of the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

TERM

The term of the Association shall be ~~perpetual~~.

ARTICLE XI

AMENDMENTS

Except as otherwise herein provided, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 Any amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots 50% of the total votes are appurtenant, whether meeting as members or by instrument in writing signed by them.

UNOFFICIAL DOCUMENT

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all lots subject to Association assessment.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to

UNOFFICIAL DOCUMENT

register the same in the office of the Secretary of State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Flagler County, Florida.

11.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written notice is delivered to the Secretary of the Association or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Declaration of Covenants and Restrictions of Bay Pointe.

ARTICLE XII

INCORPORATORS

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John Mueller	23 Bay Pointe Drive Ormond Beach, FL 32174
William R. Thomason	6 Bay Pointe Drive Ormond Beach, FL 32174
Robert R. Monde	9 Bay Pointe Drive Ormond Beach, FL 32174

ARTICLE XIII

DYSSOLUTION

In the event of the dissolution of the association all of its assets shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for

UNOFFICIAL DOCUMENT

the purposes for which the property in accordance with terms and provisions under which such property was being held by the Owner's Association.

IN WITNESS WHEREOF, the subscriber has affixed his signature, this 17th day of January, 1992.

[Signature]
WILLIAM R. THOMASON

[Signature]
JOHN MUELLER

[Signature]
ROBERT R. MONDE

OFF 0471 PAGE 1476
REC

STATE OF FLORIDA
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared WILLIAM R. THOMASON, JOHN MUELLER, ROBERT R. MONDE to me personally known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 17 day of January, 1992.

[Signature]
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires Aug. 16, 1993
Bonded Thru Troy Pain - Insurance Inc.

UNOFFICIAL DOCUMENT

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

OFF REC 0471 PAGE 1477

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST: THAT BAY POINTE HOME OWNER'S ASSOCIATION, INC.,
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 9 BAY POINTE
DRIVE, ORMOND BEACH, FLORIDA 32174, STATE OF FLORIDA, HAS NAMED
MICHAEL D. CHIUMENTO, ESQUIRE, LOCATED AT 4 OLD KINGS ROAD NORTH,
PALM COAST, STATE OF FLORIDA, AS ITS REGISTERED AGENT AND OFFICER
TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

John Mueller
JOHN MUELLER

William R. Thomson
WILLIAM R. THOMSON

Robert R. Monde
ROBERT R. MONDE

DATE: 1/17/92

1992 JAN 23 AM 10:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

Michael D. Chiumento
MICHAEL D. CHIUMENTO, ESQUIRE
REGISTERED AGENT

DATE: 1/17/92

UNOFFICIAL DOCUMENT

BY - LAWS

OF

BAY POINTE HOME OWNER'S ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTITY. These are the By-Laws of BAY POINTE HOME OWNER'S ASSOCIATION, INC., called "Association", a Florida non-profit corporation. The Association has been organized pursuant to Chapter 617, Florida Statutes, to administer the Restrictive Covenants and Easements to be recorded in the Official Records of Flagler County, Florida.

1.1 Office. The office of the Association shall be 2 Bay Pointe Drive, Ormond Beach, Florida 32174.

1.2 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

1.3 Seal. The seal of the corporation shall be in the form prescribed by the Board of Directors.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Membership. Membership in the Association, and voting by members shall be as set forth in the Articles of Incorporation and the applicable Declarative of Covenants, Restrictions and Easements.

2.2 Quorum. A Quorum at members' meetings shall consist of the owners of a majority of the units, and decisions shall be made by the owners of a majority of the units represented at a meeting at which a quorum is present, except where approval by a greater number is required by the Declaration, the Articles of Incorporation, or the By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such persons for the purposes of determining a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 The Special Members' Meeting shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.

3.2 The Annual Members' Meeting shall be held at the

Exhibit "B"

OFF 0471 PAGE 1478
REC

OFF 0471 PAGE 1479

Association office, or such other place designated by the Board of Directors determine, on the first Monday in November, or at such time as designated by the board of directors, in each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.3 Notice of all members' meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the President, Vice-President or Secretary unless waived in writing. Such notice shall be in writing and mailed by certified mail to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. In addition, such notice shall be posted at a conspicuous place on the subdivision property for at least fourteen (14) days prior to said meeting.

3.4 Voting.

a. Each member shall have one vote for each lot owned by him except in those instances where one residence owns two lots. Such member will be entitled to one vote.

b. In case a lot is owned by more than one person, or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the lot, or by the President in case of a corporation, and filed with the Secretary. Such designation shall be valid until revoked in writing.

3.5 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.

3.6 The Order of Business. At annual Members' Meetings and as far as practical at other members' meetings, the order of business shall be:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting.
- c. Reading and approval of minutes.
- d. Reports of officers and committees.
- e. Report of Nominations Committee and Nominations.
- f. Election of directors.
- g. Unfinished business.
- h. New business.

3.7 Minutes. Minutes of all meetings of the lot owners shall be kept in a book available for inspection by lot owners or their authorized representatives and Board Members at any

reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF DIRECTORS.

4.1 Board of Directors. The Board of Directors of the Association shall consist of not less than three nor more than five directors, the exact number to be determined at the time of election.

4.2 Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the Annual Members' Meeting.

b. A Nominating Committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each as many nominees as there are vacancies to be filled by the remaining directors.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Unless otherwise provided by law, any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the board may be called by ten (10%) percent of the lot owners giving notice of the meeting as required for a meeting of lot owners and the notice shall state the purpose of the meeting.

4.3 Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 Organizational Meeting. The Organizational Meeting of a newly elected Board of Directors shall be held within ten (10)

REC 0471 PAGE 1480

UNOFFICIAL DOCUMENT

days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meeting. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meeting shall be given to each director personally or by mail, telephone or telegraph,, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meeting. Special Meetings of the directors may be called by the President, and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval of a greater number of directors is required by the Declaration of Covenant Restrictions and Easements, the Articles of Incorporation, these By-Laws.

4.9 The Presiding Officer. The Presiding Officer of directors' meeting shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 Meetings. Meetings of the Board of Directors shall be open to all lot owners and notice of meeting shall be posted conspicuously, forty-eight (48) hours in advance for the attention of lot owners except in an emergency. Minutes of all meetings of the Board shall be kept in a book available for inspection by lot owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

5.1 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the statutes, the Articles of Incorporation of the Association, these By-Laws and the

Declaration of Covenant Restrictions and Easements.

6. OFFICERS.

6.1 The Officers. The executive officers of the Association shall be a President, a Vice-President, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Vice-President. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to, the power to appoint committees from among the members of the Association from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

6.4. The Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and other notices required by law. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association as may be required by the directors or the President.

6.5 The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Covenant Restrictions and Easements shall be supplemented by the following provisions:

OFF REC 0471 PAGE 1482

UNOFFICIAL COPY

OFF 0471 PAGE 1483
REC

7.1 The Assessment Roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications shall be appropriate, all of which expenditures shall be common expense.

a. Current Expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or additional improvements.

b. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.3 Budget. The Board of Directors shall adopt a budget for the calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget to be considered, shall be mailed to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget. The Board may not, without the vote or written consent of a majority of the owners, impose an assessment which exceeds 115% of the assessment for the preceding year. In determining whether assessments exceed 115% of similar assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of a common property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded from such computation, assessment for betterments to the common property and any increases in the cost of utilities or insurance.

7.4 Assessments. Assessments against the lot owners

UNOFFICIAL COPY

shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments on the first days of each month of the year for which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors and the unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal installments on the first day of each month remaining in the calendar year and the Board may elect annual, quarterly or semi-annual payments.

7.5 Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment for more than sixty (60) days, the Board of Directors may accelerate the remaining annual installments of the annual assessment upon notice to the lot owner, and then the unpaid balance to the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

7.6 Assessment for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the lot owners. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the lot owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

7.7 Depository. The depository of the Association shall be such bank or banks as shall be determined by the directors from time to time and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.8 Written Summaries of the accounting records of the Association shall be supplied at least annually to each lot owner.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictive Covenants and Easements, Articles of Incorporation or these By-laws.

UNOFFICIAL COPY

OFF 0471 PAGE 1485
REC

9. AMENDMENTS. These By-laws may be amended in the following manner:

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

9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any member unless the member so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Restrictive Covenants and Easements.

The foregoing were adopted as the By-laws of BAY POINTE HOME OWNER'S ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Directors held on the 13th day of January, 1992.

Robert R. Monde

ROBERT R. MONDE, President

92/010968
NO FILED & RECORDED
O.K. BOOK 177 PAGE 1485

'92 AUG 18 P 2:47
SIGNATURE
CLERK OF CIRCUIT COURT
FLA. JUDGE
FLAJLER COUNTY, FLA.



UNOFFICIAL DOCUMENT

1050

30220075

OFF REC 0320 PAGE 0819

BOOK VOLUS: COUNTY PAGE DORTY

10734

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLANTATION BAY AS RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 805 THROUGH 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

FILED FOR RECORD RECORD VERIFIED

JUN 17 10 23 AM '88

WHEREAS, ECOECEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay, and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.6 of the Bylaws of the Association; and

WHEREAS, Declarant amended the Declaration pursuant to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated March 24, 1987 and recorded in Official Records Book 0308, Pages 0248, et seq., Public Records of Flagler County, Florida; and

WHEREAS, the Declarant desires to further amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows.

Section 16.04 of Article XVI is hereby amended to read as follows:

§ 16.04 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Sports Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Sports Club or, in the case of a corporate owner, by the board of directors. The foregoing shall not apply, however, to amendments made by the Declarant. No amendment to this Declaration which affects property in Flagler County may be made unless approved by the Flagler County Commission.

MKMS02 TEG098

WICK KARR, ESQ.

30220076

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OFF REC 0320 PAGE 0820

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 21st day of May, 1987.

ECOCEN CORPORATION, a Florida corporation

By: [Signature]
Renan E. Delgado
Vice President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

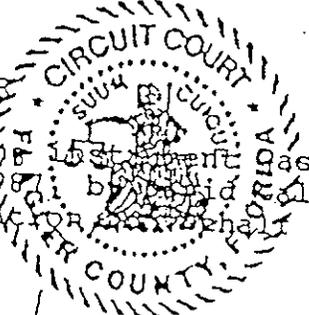
The foregoing instrument was acknowledged before me this 21st day of May, 1987, by Renan E. Delgado, Vice President, ~~and~~ ~~Secretary~~ of Ecocen Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 24, 1991
POWER UNDER GENERAL LKS. 11420.

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 16th day of August, 1987, by [Signature] ~~and~~ ~~Secretary~~ of Ecocen Corporation, a Florida corporation, on behalf of the corporation.



[Signature]
Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

87/010092
819
820

17 MAR 17 AM 9:21
J. Zucker, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

MKMS02
TEG098

30780509

SEASIDE TITLE COMPANY
150 S. HALIFAX AVE.
DAYTONA BEACH, FL 32018

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

ANNEXATION OF ADDITIONAL PROPERTY
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida corporation (the "Declarant"), is the owner of the real property described in Exhibit "A" attached hereto (the "Annexed Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay (the "Declaration") was recorded in Official Records Book 277 Page 805 Public Records of Flagler County, Florida and in Official Records Book 3005 Page 0074 Public Records of Volusia County, Florida; and

WHEREAS Declarant desires to provide a flexible and reasonable procedure for the overall development of the Annexed Property and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Annexed Property as is now or may hereafter be subject to the Declaration; and

WHEREAS, Section 8.01 of the Declaration provides that the Declarant shall have the unilateral right to impose the Declaration upon the Annexed Property by filing in the Public Records of Volusia and Flagler County an instrument annexing such properties; and

WHEREAS, Declarant intends by this instrument to impose the Declaration upon the Annexed Property for the benefit of all owners of the Annexed Property and all property subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the described in Exhibit "A" shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 24 day of August, 1988.

ECOCEN CORP., a Florida corporation

By: Francois Lazare
Francois Lazare, President

Attest: [Signature]
Ed G. Shack, Secretary

165998

FILED FOR RECORD
FILED FOR RECORD VERIFIED

DEC 30 9 42 AM '87

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

[CORPORATE SEAL]

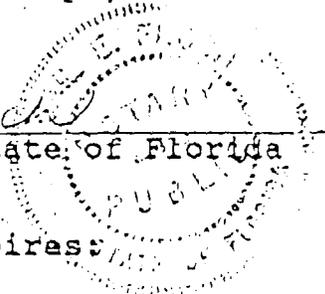
30780510

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF *Flagler*

The foregoing instrument was acknowledged before me this 24
day of August, 1987 by Francois Lazare and David Galshack
President and Secretary, respectively, of Ecocen Corp., a Florida
corporation.

Gail A. Glock
Notary Public, State of Florida
At Large
My Commission Expires



Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

Lago Grande

30780511

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF PLANTATION BAY, PHASE I-A, RECORDED IN MAP BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, BEING THE BEARING BASIS OF THIS DESCRIPTION ALONG THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, AND THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 124.55 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 68 DEGREES 05 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST; HAVING A RADIUS OF 336.44 FEET AND A CENTRAL ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 244.59 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 00 SECONDS EAST A DISTANCE OF 794.46 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 08 SECONDS WEST, A DISTANCE OF 173.97 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 348.99 FEET; THENCE SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, A DISTANCE OF 192.57 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST, A DISTANCE OF 310.14 FEET; THENCE NORTH 57 DEGREES 47 MINUTES 53 SECONDS WEST, A DISTANCE OF 255.20 FEET; THENCE NORTH 32 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 59 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 03 SECONDS WEST, A DISTANCE OF 34.05 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 21.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1280.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 53 MINUTES 12 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 690.02 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 991.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.46 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 276.44 FEET AND A CENTRAL ANGLE OF 05 DEGREES 43 MINUTES 49 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.65 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 02 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.36 FEET TO THE POINT REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 101.20 FEET AND A CENTRAL ANGLE OF 36 DEGREES 03 MINUTES 50 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 27.76 FEET AND A CENTRAL ANGLE OF 57 DEGREES 22 MINUTES 33 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.80 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE 22.01 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 84.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.55 ACRES.

19.50

VACATION, REALLOCATION AND DECLARATION OF EASEMENTS

PLANTATION BAY, FLAGLER COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, INTERVEST AT PLANTATION BAY, a Florida General Partnership, ("Intervest") which partnership is Declarant under the Declaration of Covenants, Conditions, Restrictions of Plantation Bay, originally recorded in Official Records Book 277 at Page 805 of Public Records of Flagler County, Florida, and PLANTATION BAY UTILITY CO., a Florida corporation, as designee of Intervest, which corporation and partnership shall be jointly referred to herein as the "Declarers", hereby declares, creates, vacates, and reallocates and grants as follows:

1. Attached hereto as Exhibit "A" is a survey prepared by Sliger & Associates, Inc., A Florida corporation, under Job No. 92-3259 which legally describes certain real property situate in Flagler County, Florida, as: Lot 16, together with the easterly 31.25 feet of Lot 15, Plantation Bay, Phase 1B-F, Unit 1, as recorded in Map Book 27, Pages 62-65, of Public Records of Flagler County, Florida (the "Parcel").

2. Record title to Parcel is vested in Intervest at Plantation Bay. Intervest is joining in the execution of this instrument to evidence their consent to the matters described herein. Reference is made to certain side lot utility easements existing and described on the original plat described in paragraph 1 lying adjacent to the side lot line between Lots 15 and 16 within said plat, the same are hereby vacated by Declarers, provided, however, that this vacation shall not affect the easements described on the front and rear lots lines of Lots 15 and 16.

3. With respect to the Parcel, all successors in title to the Parcel will be levied assessments (both regular and special) by the Plantation Bay Community Association, Inc., A Florida not-for-profit corporation, at a rate of one and one-half (1 1/2) of the base amount.

Executed this 30 day of November, 1992.

Witnesses:

[Signature]
CHARLENE S. IRLAND
[Signature]
TERESA J. THORNTON HILL

Intervest at Plantation Bay,
a Florida general partnership
By: PlanMor, Inc. a Florida
corporation, managing partner

By: [Signature]
Morteza Hossein Kargar
its President

Corporate Seal

Witnesses:

[Signature]
[Signature]

Plantation Bay Utility Co.,
a Florida corporation

By: [Signature]
David Galshack, Treasurer

Attest: [Signature]
David Galshack, Secretary

R/T Intervest at Plantation Bay
1150 Pellican Bay Drive
Daytona Beach, Fl. 32119

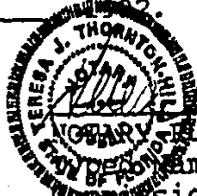
Corporate Seal



ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Volusia

BEFORE ME, the undersigned Notary Public, personally appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a Florida corporation, as managing partner of INTERVEST AT PLANTATION BAY, a Florida partnership, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 5th day of November



Teresa J. Thornion-Hill

NOTARY PUBLIC, STATE OF FLORIDA
Name: TERESA J. THORNION-HILL
Commission Number: AA1649464
Commission Expires: 2/19/93

STATE OF FLORIDA
COUNTY OF Glades

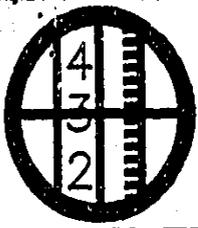
BEFORE ME, the undersigned Notary Public, personally appeared DAVID GALSHACK, as Secretary and Treasurer of PLANTATION BAY UTILITY CO., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 5th day of November, 1992.

Gail E. Floch

NOTARY PUBLIC, STATE OF FLORIDA
Typed Name: GAIL E. FLOCH
Commission Number: CC 085067
My Commission Expires: 3-16-95



UNOFFICIAL DOCUMENT



SLIGER & ASSOCIATES, INC.

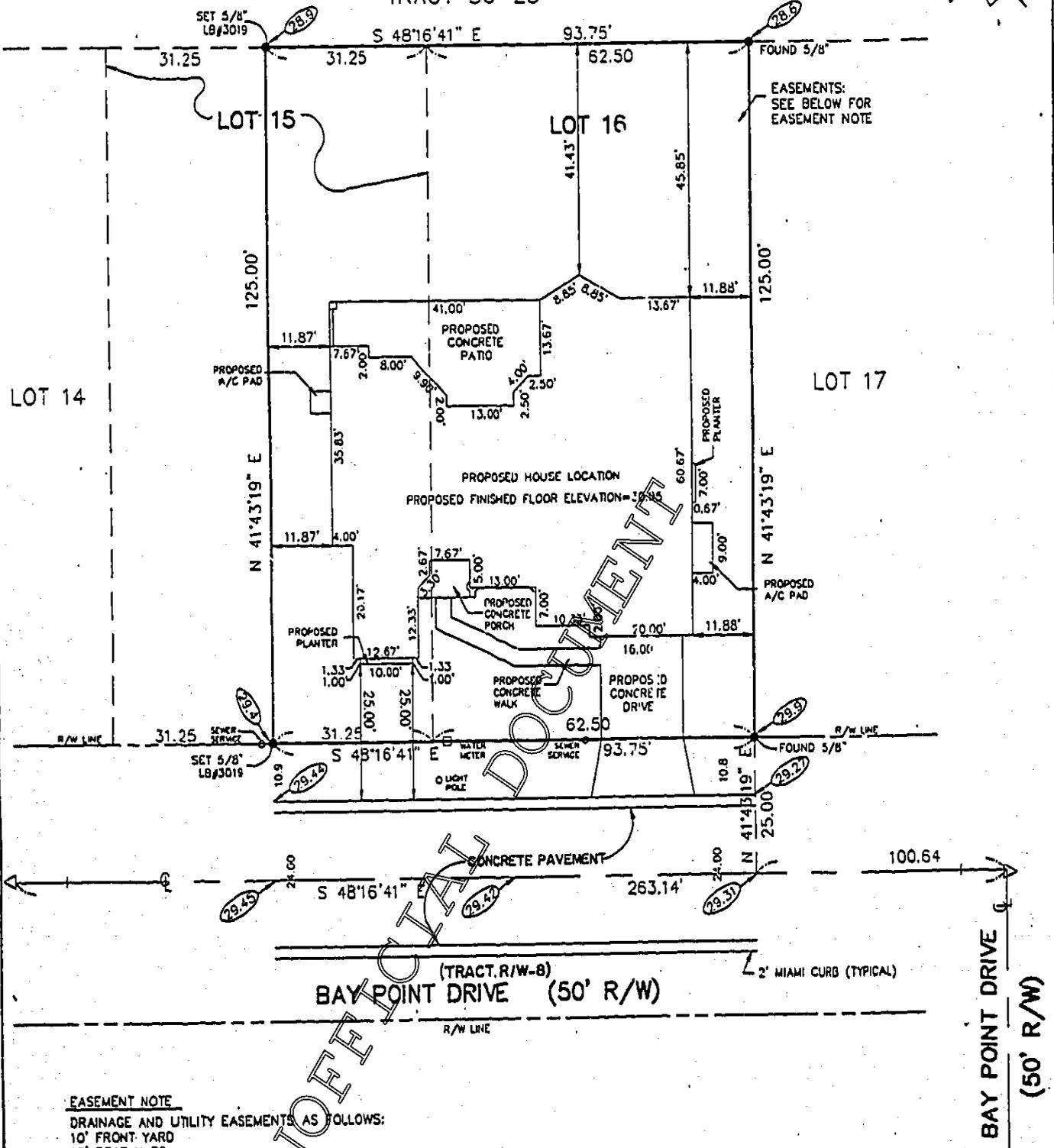
PROFESSIONAL LAND SURVEYORS

3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385

OFF REC 0476 PAGE 1655



TRACT SC-23



EASEMENT NOTE
DRAINAGE AND UTILITY EASEMENTS AS FOLLOWS:
10' FRONT YARD
10' REAR YARD
2.5' SIDE YARD

FOR: INTERVEST CONSTRUCTION, INC.
DESCRIPTION: LOT 16, TOGETHER WITH THE EASTERLY 31.25 FEET OF LOT 15, PLANTATION BAY, PHASE 1b-F, UNIT 1, AS RECORDED IN MAP BOOK 27, PAGES 62-65, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ABBREVIATIONS

A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETTIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETTIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

1950
OFF REC 0488 PAGE 1179

FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY AS RECORDED IN
OFFICIAL RECORDS BOOK 277, PAGES 805-845,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

(All references to recording information herein are
to the Public Records of Flagler County, Florida
unless otherwise indicated)

(Underlined text represents new language)

This Fifth Amendment to the Declaration of Covenants,
Conditions and Restrictions made on the date hereinafter set forth
by Intervest at Plantation Bay a Florida partnership
("Declarant"),

W I T N E S S E T H:

WHEREAS, the St. Johns River Water Management District
requires additional amendments to the Declaration of Covenants,
Conditions and Restrictions as recorded in Official Records Book
277, Pages 805 through 845, as heretofore amended by Amendments
recorded in Official Records Book 308, Page 248; Official Records
Book 320, Page 819; Official Records Book 377, page 210; Official
Records Book 382, page 754; said Declaration, as amended, being
hereinafter referred to as the "Declaration"; and

WHEREAS, Section 13.02 of the Declaration provides that the
Declarant may amend the Declaration so long as it has the right to
appoint a majority of the Board of Directors of the Plantation Bay
Community Association, Inc. ("Association"); and

WHEREAS, less than forty percent (40%) of the Units permitted
by the Master Land Use Plan for Plantation Bay have been sold, and
Declarant has the right to appoint a majority of the Board of
Directors pursuant to Section 36 of the Bylaws of the Association;
and

WHEREAS, Intervest at Plantation Bay is the assignee and
successor of Declarant; and

WHEREAS, the amendments hereinafter set forth are required by
St. Johns River Water Management District as a condition of

THIS INSTRUMENT PREPARED BY:

JAY D. ROND, JR.

P. O. BOX 2491

DAYTONA BEACH, FL 32115-2491

R/R KINSEY VINCENT PYLE, PA.
P.O. BOX 3096
DAYTONA BCH, FL. 32118

issuance of the stormwater permits required for further development; and

WHEREAS, successor Declarant desires to put all transferees, mortgagees and lienors on notice of such amendments.

NOW, THEREFORE, the following amendments to the Declaration are hereby adopted, and each transferee, mortgagee or lienor of any property within Plantation Bay (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to wit:

A. Article I is hereby amended by adding § 1.26 to read as follows:

"Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

B. Article IX, is hereby amended by adding § 9.07 to read as follows:

Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

C. Article XIII, § 13.02, is hereby amended to add the following sentence to the end of said section:

Any amendment to the Declaration which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

D. Article XIII is hereby amended by adding § 13.11 to read as follows:

Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

E. Article XIII is hereby amended by adding § 13.12 to read as follows:

Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, successor Declarant has hereunto set its hand and seal this 28 day of April, 1993.

Witnesses:

Morteza Hosseini-Kargar
Sam Shaw
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: Planmor, Inc., managing
general partner

Morteza Hosseini-Kargar
President



OFF REC 0488 PAGE 1182

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 28
day of April, 1993, by Morteza Hosseini-Kargar, as
President of Planmor, Inc., managing general partner of Intervest
at Plantation Bay, a Florida partnership, on behalf of the said
partnership. He is personally known to me or ~~has produced~~
personally known as identification and has not taken an
oath.

NOTARY PUBLIC

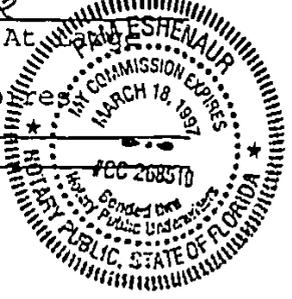
Sign: Tom Eshenaur
Print: TAM ESHENAU

State of Florida At Tom Eshenaur
(Seal)

My Commission Expires _____

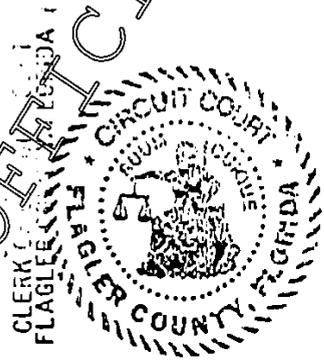
Title/Rank: _____

Commission Number: _____



NO. 93/007194
FILED & RECORDED 1182
O.R. BOOK 488 PAGE 1182

MAY 28 AM 11:13
UNOFFICIAL DOCUMENT



10-50
OFF REC 0377 (MS) 0210

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY
AS RECORDED IN OFFICIAL RECORDS BOOK 277,
PAGES 805 THROUGH 845,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, ECOECN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277 at Pages 805 through 845 of the Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.06 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 10.02 of Article X is hereby amended to read in full as follows:

Section 10.02 Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Voting Members and the Class "B" Member.

Notwithstanding the foregoing, however, in the event of the Voting Members disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

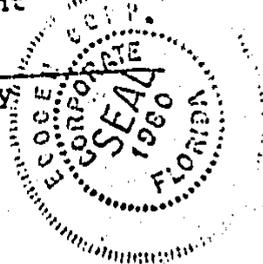
IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 19 day of December, 1988.

W. Bulluck
[Signature]

ECOCEN CORPORATION, a Florida Corporation

BY: Francois Lazare
FRANCOIS LAZARE, President

ATTEST: [Signature]
DAVID GALSHACK, Secretary



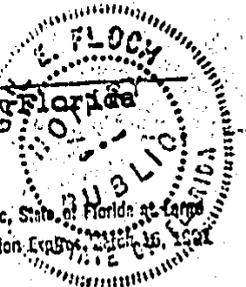
STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, FRANCOIS LAZARE and DAVID GALSHACK, as President and Secretary, respectively, of ECOCEN CORPORATION, a Florida Corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 19th day of December, 1988.

Paul C. Flock
NOTARY PUBLIC, State of Florida
at Large
My Commission Expires

(Notarial Seal)

Notary Public, State of Florida at Large
My Commission Expires March 15, 1991



NO. 89/030181
FILED & RECORDED 210-
O.R. BOOK 377 PAGE 211



Prepared by and return to:
RANDOM R. BURNETT, ESQ.
501 N. Grandview Ave.
P. O. Box 5488
Daytona Beach, FL 32119

1991 JUN 19 AM 10:49

075293

ANNEXATION AMENDMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA

15.00

BOOK PAGE
3648 0123
VOLUSIA CO., FL

THIS INSTRUMENT executed this 4 day of JUNE, 1991, is executed by ECOGEN CORP., a Florida corporation, ("Declarant") and is delivered for filing to the Clerk of the Circuit Court of Volusia County, Florida.

BACKGROUND OF INSTRUMENT

1. The status of Declarant is set forth in the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, (the "Declaration") which Declaration is recorded in Official Records Book 3005 at Page 74 of the Public Records of Volusia County, Florida, as the same has been subsequently amended.

2. Pursuant to the terms of the Declaration, (viz. Section 8.1), the Declarant holds authority to annex additional real property to be subject to the terms of the Declaration.

3. The purpose of this instrument is to annex within the terms of the Declaration the real property described on Composite Exhibit "A" attached hereto.

DECLARATION OF ANNEXATION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, and in accordance with the authority described in the Background of this instrument, Declarant hereby states as follows:

4. Declarant hereby includes the real property described in Composite Exhibit "A" attached to this instrument to be subject to all of the terms and conditions of the Declaration as if the real property were originally set forth therein; and declares that the real property shall be held, sold, transferred, conveyed, subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration and that the same shall constitute covenants running with the land.

5. Except as set forth above, Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the corporation as set its hand and seal on the day and year first above written.

WITNESSES:

[Signature]
Ray E. Daniel
(as to Irwin)
[Signature]
David Galshack
(as to Galshack)

ECOCEN CORP., a Florida corporation

By: [Signature]
Stephen Irwin, Vice-President

Attest: [Signature]
David Galshack, Secretary

(Corporate Seal)



ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary Public, personally appeared, STEPHEN IRWIN, as Vice-President of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 4th day of June, 1991.

LOREN J. JACOBSON
Notary Public, State of New York
No. 44812884
Qualified in New York County
Commission Expires June 28, 1992

Loren J. Jacobson
NOTARY PUBLIC, State of New York
My Commission Expires: _____
(Notarial Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, DAVID GALSHACK, as Secretary of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 10th day of June, 1991.

David Galshack
NOTARY PUBLIC, State of New York
My Commission Expires: _____
(Notarial Seal)
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UND.
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
Post Office Box 5488
Daytona Beach, Florida 32118

UNIT 2

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF LOT 24, PLANTATION BAY, SECTION 18-V, UNIT 1, RECORDED IN PLAT BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, ON A SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID LOT 24, THE BEARING BASE OF THIS DESCRIPTION, A DISTANCE OF 484.83 FEET; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 734.48 FEET; THENCE NORTH 38 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 414.93 FEET; THENCE NORTH 76 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 29.67 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 717.11 FEET; TO THE BOUNDARY OF SAID PLANTATION BAY, SECTION 18-V, UNIT 1; THENCE ALONG SAID BOUNDARY, RUN NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 94.05 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 32 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 57 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 255.20 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 310.14 FEET; TO THE POINT OF BEGINNING.

CONTAINING 14.83 ACRES.

UNIT 3

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 36, PLANTATION BAY, SECTION 18-V, UNIT 1, AS RECORDED IN MAP BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION BAY DRIVE, SAID RIGHT OF WAY HAVING A REFERENCE BEARING OF NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST; THENCE RUN SOUTH 30 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 717.11 FEET; THENCE SOUTH 76 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.67 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 632.02 FEET TO A POINT ON THE WEST LINE OF SECTION 11 AFORESAID; THENCE ALONG SAID WEST LINE RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 373.31 FEET; THENCE DEPARTING SAID LINE NORTH 41 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 297.30 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 111.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.30 ACRES



075293

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

AT, KINSA / VIAL... 1912

OFF REC 0488 PAGE 1158
3826 2328
VOLUSIA CO., FL

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is pursuant to Designation recorded at Official Records Book 461, Page 379, Public Records of Flagler County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto is being transferred by IPB to PlanMor, Inc. a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated as the Successor Declarant under the Declarant as to the Exhibit A Property only, with IPB remaining as Successor Declarant to all property conveyed to it by Ecocen other than the Exhibit A Property and retaining and reserving as to the non-Exhibit A Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

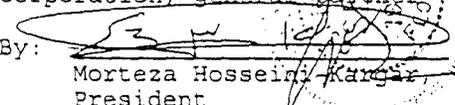
2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is May 5, 1993.

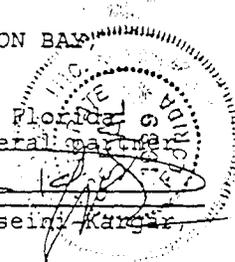
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

INTERVEST AT PLANTATION BAY
a Florida partnership

By: PlanMor, Inc., a Florida corporation, general partner

By: 
Morteza Hosseini Kangar
President

(Corporate Seal)



FILED FOR RECORD
RECORD VERIFIED
062369
CLERK OF THE CIRCUIT
CITY COURT VOLUSIA COUNTY
93 MAY 10 AM 10:43

STATE OF FLORIDA
COUNTY OF VOLUSIA

VOLUSIA CO., FL

The foregoing instrument was acknowledged before me this 5th day of May, 1993,, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: *Michael A. Pyle*

Print: Michael A. Pyle
State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____

OFF REC 0488 PAGE 1159



OFFICIAL SEAL
MICHAEL A. PYLE
My Commission Expires
Dec. 3, 1995
Comm. No. CC 164793

OFF REC 0488 PAGE 1160

EXHIBIT "A"
LEGAL DESCRIPTION

PLANTATION BAY, SECTION 1B-F, UNIT 2

A PORTION OF LOTS 3, 4, 9, 10, 11, AND 12, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, FOR A POINT OF REFERENCE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128 AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY BOUNDARY OF PLANTATION BAY, PHASE 1B-F, UNIT 1 AS RECORDED IN MAP BOOK 27, PAGE 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.49 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 53 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 715.98 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 11 SECONDS EAST, A DISTANCE OF 345.00 FEET; THENCE SOUTH 78 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 285.67 FEET TO THE EAST LINE OF THE AFORESAID SECTION 10; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 583.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.39 ACRES.

3826 2331
VOLUSIA CO., FL

EXHIBIT "A"
Continued

PLANTATION BAY SECTION 1C-F, UNIT 1

A PORTION OF LOTS 9, 10, AND 11, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1374.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE NORTH 02 DEGREES 02 MINUTES 51 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.52 ACRES.

OFFICE 0488 PAGE 1161
REC

3826 2332

VOLUSIA CO., FL

EXHIBIT "A"

Continued

PLANTATION BAY SECTION 1C-F, UNIT 2

A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF REFERENCE, RUN SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 378.62 FEET TO THE NORTHWEST LINE OF EAGLE ROCK RANCHES SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 50-51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SOUTH 40 DEGREES 11 MINUTES 55 SECONDS WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 2077.22 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1495.52 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.96 ACRES.

DEED REC 0488 PAGE 1162

EXHIBIT "A"
Continued

OFF REC 0488 PAGE 1163

PLANTATION BAY - PHASE IC-V, UNIT 1

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT 0S-23, PLANTATION BAY, SECTION IB-V, UNIT 2, AS RECORDED IN MAP BOOK 42, PAGES 72-74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION IB-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 790.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 304.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 646.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.89 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION IB-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.75 ACRES MORE OR LESS.

NO. 93/007190
FILED & RECORDED
O.R. BOOK 488 PAGE 1163
93 MAY 28 AM 10:03
Y. [Signature]
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA
CIRCUIT COURT
FLAGLER COUNTY, FLORIDA

19.50

BOOK PAGE
3723 1651
VOLUSIA CO., FL

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida Corporation, ("Ecocen") is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005 at Page 74 of the Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended,

NOW, THEREFORE, the undersigned Ecocen and Intervest at Plantation Bay, a Florida partnership, ("Intervest") declare and state as follows:

1. Ecocen hereby relinquishes its status as Declarant under the Declaration and designates Intervest as the successor Declarant, vesting Intervest with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, Intervest hereby accepts the status as Declarant under the Declaration as of the effective date and agrees to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is January 1, 1992.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

PLANT. BAY \ SUCCESS. DEC
RRB: JLL \ 12-20-91

[Handwritten Signature]
CLERK OF THE CIRCUIT
& CITY COURT VOLUSIA CO., FL.

92 FEB -4 PM 12:39

FILED FOR RECORD
RECORD VERIFIED
014343

BOOK PAGE
3723 1652
VOLUSIA CO., FL

Werner Schaefer
Typed name: Werner Schaefer
Jurgan
Typed name: Jocelyne Jurgan

ECOEN CORP.
BY: Jernet
Jean Vernet, President

(Corporate Seal)



Anne-Marie Kerce
Typed name: Anne-Marie Kerce
Teresa Thornton-Hill
Typed name: Teresa Thornton-Hill (Corporate Seal)

INTERVEST AT PLANTATION BAY, a
Florida General Partnership
BY: PLANMOR, INC., a Florida
corporation, managing partner
BY: Morteza Hosseini-Kargar
MORTEZA-HOSSEINI-KARGAR, President

(Corporate Seal)



ACKNOWLEDGEMENT FOR INTERVEST AT PLANTATION BAY

STATE OF FLORIDA
COUNTY OF VOLUSIA

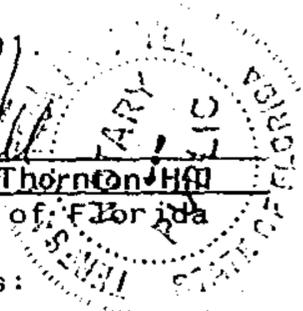
BEFORE ME, the undersigned Notary Public, personally
appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a
Florida corporation, Managing Partner of INTERVEST AT PLANTATION
BAY, a Florida General Partnership, who acknowledged execution of
the foregoing for the purposes therein stated, under due corporate
authority, this 20th day of December, 1991.

Teresa J. Thornton-Hill
TYPED NAME: Teresa J. Thornton-Hill
NOTARY PUBLIC, State of Florida

My Commission Expires:

(Notarial Seal)

Notary Public, State of Florida At Large
My Commission Expires Feb. 19, 1993
and thru Maynard Bonding Agency



BOOK PAGE
3723 1653
VOLUSIA CO., FL

Légalisation No. 7451.-

Le soussigné PATRICE MICHAUD, NOTAIRE A NYON, POUR LE DISTRICT DE NYON, DOMICILIE A CRANS-PRES-CELINE, atteste l'authenticité de la signature de Monsieur Jean Vernet, apposée ci-contre.

Nyon, le quatorze janvier mil neuf cent nonante-deux.-



P. Michaud



APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Pays SUISSE
Le présent acte public
2. a été signé par Patrice MICHAUD à Nyon
3. agissant en qualité de Notaire
4. est revêtu du sceau/timbre de P. MICHAUD
Notaire

Attesté

5. à Lausanne
6. le 16 janvier 1992
7. par la Chancellerie d'Etat du Canton de Vaud
8. sous No 230
9. Sceau/timbre:

10. Signature:

Le Chancelier d'Etat:

P. Cuénoud

M. CUENOUD



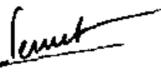
Emolument : Fr. 25.--

BOOK PAGE
3723 1654
VOLUSIA CO., FL

RESOLUTION OF BOARD OF DIRECTORS OF ECOGEN CORP.
A FLORIDA CORPORATION

RESOLVED, the undersigned constituting a majority of the Board of Directors and shareholders of Ecogen Corp. does hereby authorize David Galshack as an authorized signatory to execute and deliver on behalf of Ecogen Corp. any and all documents which may be necessary or appropriate in connection with the sale of real estate lots owned by Ecogen Corp., a Florida corporation, whereupon such documents shall constitute binding obligations of Ecogen Corp.

ADOPTED effective January 1, 1992.



Jean Vernet, President of Ecogen



Jean Vernet, President of Interhoba
of Florida, Inc.

014343

195

VACATION, REALLOCATION AND DECLARATION OF EASEMENTS

PLANTATION BAY, FLAGLER COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

OFF REC 0501 PAGE 0143

THAT, the undersigned, INTERVEST AT PLANTATION BAY, a Florida General Partnership, ("Intervest") which partnership is Declarant under the Declaration of Covenants, Conditions, Restrictions of Plantation Bay, originally recorded in Official Records Book 277 at Page 805 of Public Records of Flagler County, Florida, and PLANTATION BAY UTILITY CO., a Florida corporation, as designee of Intervest, which corporation and partnership shall be jointly referred to herein as the "Declarers", hereby declares, creates, vacates, and reallocates and grants as follows:

1. Attached hereto as Exhibit "A" is a survey prepared by Sliger & Associates, Inc., A Florida corporation, under Job No. 93-4529 which legally describes certain real property situated in Flagler County, Florida, as: Lot 14 together with the westerly 31.25 feet of Lot 15, Plantation Bay, Phase 1B-F, Unit 1, as recorded in Map Book 27, Pages 62-65, of Public Records of Flagler County, Florida (the "Parcel").

2. Record title to Parcel is vested in Intervest at Plantation Bay. Intervest is joining in the execution of this instrument to evidence their consent to the matters described herein. Reference is made to certain side lot utility easements existing and described herein. Reference is made to certain side lot utility easements existing and described on the original plat described in paragraph 1 lying adjacent to the side lot line between Lots 14 and 15 within said plat, the same are hereby vacated by Declarers, provided however, that this vacation shall not affect the easements described on the front and rear lot lines of Lots 14 and 15.

3. With respect to the Parcel, all successors in title to the Parcel will be levied assessments (both regular and special) by the Plantation Bay Community Association, Inc., a Florida not-for-profit corporation, at a rate of one and one-half (1 1/2) of the base amount.

Executed this 19 day of November, 1993.

Witnesses:

[Signature]
[Signature]

Intervest of Plantation Bay,
a Florida general partnership
By: PlanMor, Inc. a Florida
corporation, managing partner

By: [Signature]
Morteza Hosseini-Kargan,
its President

Corporate Seal

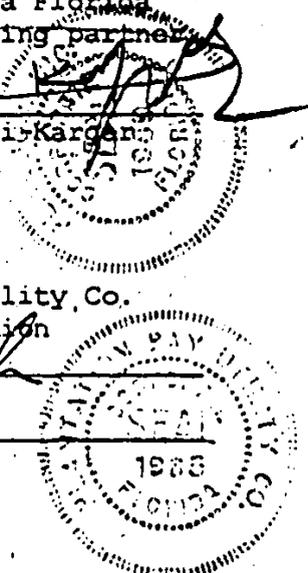
Witnesses:

[Signature]
[Signature]

Plantation Bay Utility Co.
a Florida corporation

By: [Signature]

Attest: _____



ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

OFF REC 0501 PAGE 0149

BEFORE ME, the undersigned Notary Public, personally appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a Florida corporation, as managing partner of INTERVEST AT PLANTATION BAY, a Florida partnership, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 14th day of November, 1993.

Jeanne G. Cook

NOTARY PUBLIC, STATE OF FLORIDA

Typed Name: Jeanne G. Cook

Commission Number: CC309329

My Commission Expires: 6/18/95



STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared David Gulshack, as Treasurer of PLANTATION BAY UTILITY CO., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 29th day of November, 1993.

Gail E. Floch

NOTARY PUBLIC, STATE OF FLORIDA

Typed Name: Gail E. Floch

Commission Number: _____

My Commission Expires: _____



UNOFFICIAL DOCUMENT



SLIGER & ASSOCIATES, INC.

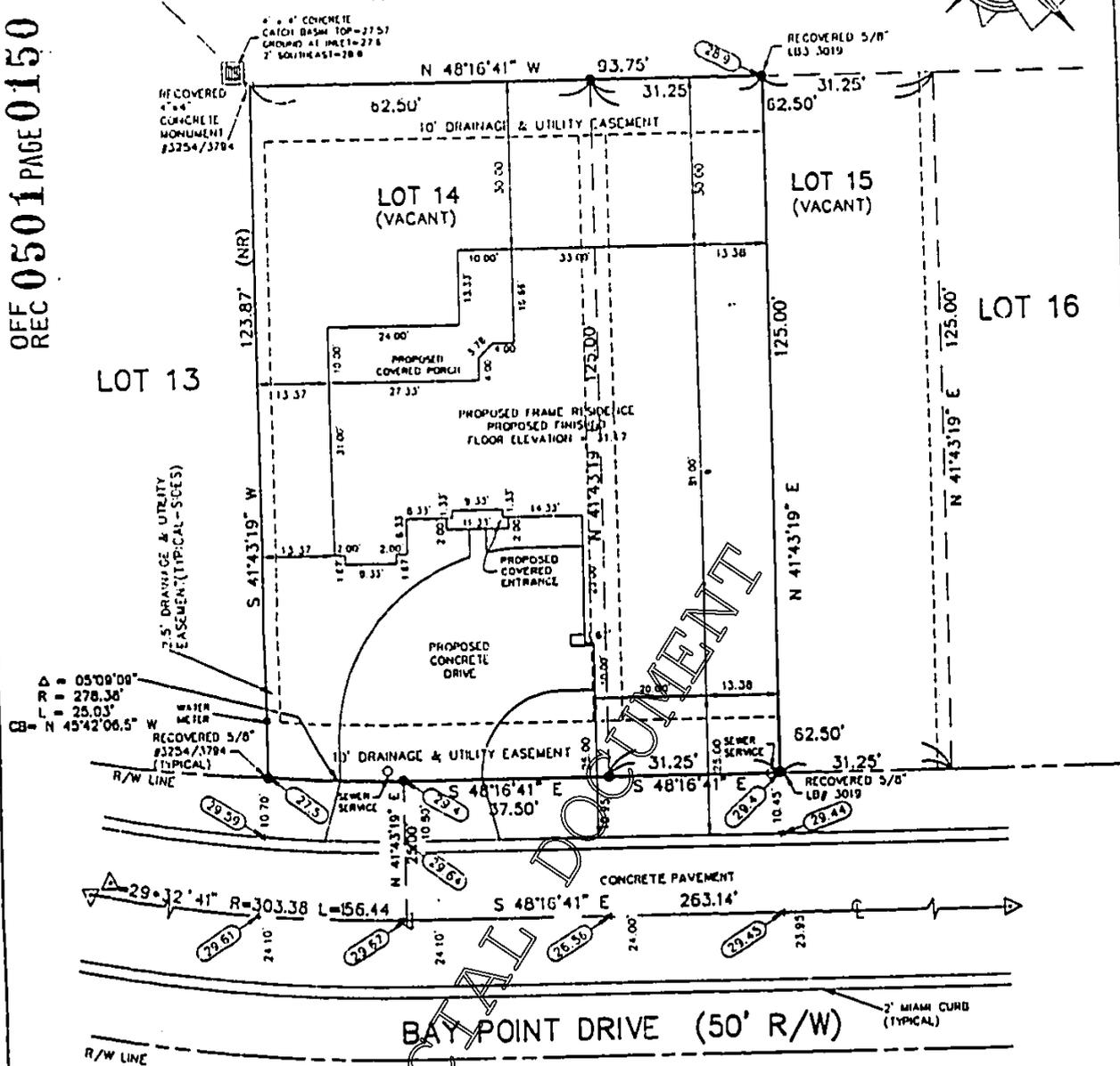
PROFESSIONAL LAND SURVEYORS

3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385



TRACT SC-23

OFF 0501 PAGE 0150
REC



FOR: INTERVEST CONSTRUCTION, INC.
DESCRIPTION: LOT 14 & THE NORTHERLY 1/2 OF LOT 15, PLANTATION BAY, PHASE 1b-F, UNIT 1, AS RECORDED IN MAP BOOK 27, PAGES 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SCALE 1" = 20' FIELD BOOK PAGE

ABBREVIATIONS		SHEET 1 OF 2	
A/C	AIR CONDITIONER	LEGEND	
R/W	RIGHT OF WAY	●	IRON ROD WITH CAP
CL	CENTERLINE	○	IRON PIPE
∠	CENTRAL ANGLE	□	CONCRETE MONUMENT
R	RADIUS	■	PERMANENT REFERENCE MONUMENT
L	ARC LENGTH	△	PERMANENT CONTROL POINT
CB	CHORD BEARING	(R)	RADIAL LINE
FP&L CO	FLORIDA POWER & LIGHT COMPANY	(NR)	NON-RADIAL LINE
NGVD	NATIONAL GEODESIC VERTICAL DATUM	○	EXISTING ELEVATION
U.S.C. & G.S.	UNITED STATES COAST AND GEODESIC SURVEY	□	PROPOSED ELEVATION

EXHIBIT "A"

1500
This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

✓
RETURN TO:
INTERVEST CONSTRUCTION, INC.
1150 PELICAN BAY DRIVE
DAYTONA BEACH, FL 32119

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(ICF-1)**

This instrument executed this 21st day of December, 1993 is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 461, Page 379, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida (the "Declaration"), as recorded in Official Records Book 277, Page 805; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar,
President

Jeanne G. Cook
Jeanne G. Cook
(Name printed or typed)
As to Morteza Hosseini-Kargar

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119

OFF REC 0503 PAGE 0001

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 21st day of December, 1993, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced N/A as identification and has not taken an oath.

OFF REC 0503 PAGE 0002

NOTARY PUBLIC:

Sign: Jeanne G. Cook
Print: Jeanne G. Cook
State of Florida At Large
(Seal)
My Commission Expires: 6/18/95
Title/Rank: Notary Public
Commission Number: CC309329



UNOFFICIAL DOCUMENT

EXHIBIT "A"

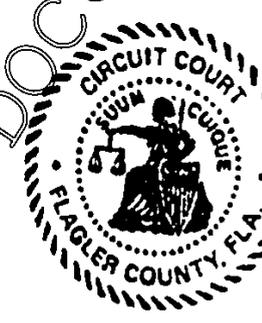
PLANTATION BAY SECTION 1C-F, UNIT 1

OFF REC 0503 PAGE 0003

A PORTION OF LOTS 9, 10, AND 11, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1374.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE NORTH 02 DEGREES 02 MINUTES 51 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.52 ACRES.

UNOFFICIAL DOCUMENT



93 DEC 29 05:15
Q. Naughton, Jr.
SYD CROSBY
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA

NO. 09/019362
FILED & RECORDED
O.R. BOOK 503 PAGE 1-3

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is pursuant to Designation recorded at Official Records Book 461, Page 379, Public Records of Flagler County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto is being transferred by IPB to PlanMor, Inc. a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated as the Successor Declarant under the Declarant as to the Exhibit A Property only, with IPB remaining as Successor Declarant to all property conveyed to it by Ecocen other than the Exhibit A Property and retaining and reserving as to the non-Exhibit A Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

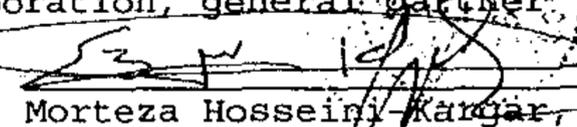
2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is May 5, 1993.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida corporation, general partner

By: 
Morteza Hosseini-Kargar,
President

(Corporate Seal)

BOOK 3826
PAGE 2328
VOLUSIA CO., FL

93 MAY 10 AM 10:43
CLERK OF THE CIRCUIT
CITY COURT VOLUSIA COUNTY, FL

FILED FOR RECORD
RECORD VERIFIED
062369

STATE OF FLORIDA
COUNTY OF VOLUSIA

BOOK PAGE
3826 2329
VOLUSIA CO., FL

The foregoing instrument was acknowledged before me this 5th day of May, 1993,, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: *Michael A. Pyle*
Print: Michael A. Pyle
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: _____
Commission Number: _____



OFFICIAL SEAL
MICHAEL A. PYLE
My Commission Expires
Dec. 3, 1995
Comm. No. CC 164793

EXHIBIT "A"

LEGAL DESCRIPTION

PLANTATION BAY, SECTION 1B-F, UNIT 2

A PORTION OF LOTS 3, 4, 9, 10, 11, AND 12, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, FOR A POINT OF REFERENCE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128 AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY BOUNDARY OF PLANTATION BAY, PHASE 1B-F, UNIT 1 AS RECORDED IN MAP BOOK 27, PAGE 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.49 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 53 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 715.98 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 11 SECONDS EAST, A DISTANCE OF 345.00 FEET; THENCE SOUTH 78 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 285.67 FEET TO THE EAST LINE OF THE AFORESAID SECTION 10; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 583.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.39 ACRES.

EXHIBIT "A"
Continued

PLANTATION BAY SECTION 1C-F, UNIT 1

A PORTION OF LOTS 9, 10, AND 11, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1374.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE NORTH 02 DEGREES 02 MINUTES 51 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.52 ACRES.

EXHIBIT "A"
Continued

PLANTATION BAY SECTION 1C-F, UNIT 2

A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF REFERENCE, RUN SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 378.62 FEET TO THE NORTHWEST LINE OF EAGLE ROCK RANCHES SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 50-51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SOUTH 40 DEGREES 11 MINUTES 55 SECONDS WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 2077.22 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY BASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1495.52 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.96 ACRES.

EXHIBIT "A"
Continued

PLANTATION BAY - PHASE IC-V, UNIT 1

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT 0S-23, PLANTATION BAY, SECTION IB-V, UNIT 2, AS RECORDED IN MAP BOOK 42, PAGES 72-74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION IB-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 790.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 304.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 646.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.89 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION IB-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.75 ACRES MORE OR LESS.

1500
This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

RETURN TO:
INTERVEST CONSTRUCTION, INC.
1150 PELICAN BAY DRIVE
DAYTONA BEACH, FL 32119

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(1BF-2)**

OFF REC 0503 PAGE 0004

This instrument executed this 21st day of December, 1993 is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 461, Page 379, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida (the "Declaration"), as recorded in Official Records Book 277, Page 805; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

Jeanne G. Cook
Jeanne G. Cook
(Name printed or typed)
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar,
President

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 21st day of December, 1993, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced N/A as identification and has not taken an oath.

NOTARY PUBLIC:

Sign:

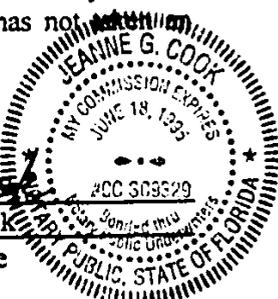
Print:

Jeanne G. Cook
State of Florida At Large
(Seal)

My Commission Expires: 6/18/95

Title/Rank: Notary Public

Commission Number: CC309329



OFF REC 0503 PAGE 0005

UNOFFICIAL DOCUMENT

EXHIBIT "A"

LEGAL DESCRIPTION

PLANTATION BAY, SECTION 1B-F, UNIT 2

OFF REC 0503 PAGE 0006

A PORTION OF LOTS 3, 4, 9, 10, 11, AND 12, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, FOR A POINT OF REFERENCE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128 AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 1 AS RECORDED IN MAP BOOK 27, PAGE 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.49 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 41 SECONDS EAST, A DISTANCE OF 715.98 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 11 SECONDS EAST, A DISTANCE OF 345.00 FEET; THENCE SOUTH 78 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 285.67 FEET TO THE EAST LINE OF THE AFORESAID SECTION 10; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 583.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.39 ACRES.

93/019363

NO. FILED & RECORDED
O.R. BOOK 523 PAGE 4-6

93 DEC 29 P5:16

G. Naughton, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA



Interest at Plantation Bay, Inc.
100 Plantation Bay Dr
Ormond Beach, Fla 32174

10/26/1994 15:57
Instrument # 94161320
Book: 3960
Page: 154

This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Phase 1C-V)**

This instrument executed this 24 day of August, 1994, is executed by Interest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Interest at Plantation Bay has, by instrument recorded in Official Records Book 3723, Page 1651, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida (the "Declaration"), as recorded in Official Records Book 3005, Page 74; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Interest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Interest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)
Ellen S. Kushner
Ellen S. Kushner
(Name printed or typed)
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

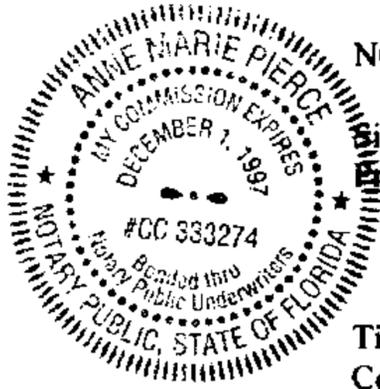
By: PlanMor, Inc., managing partner

Morteza Hosseini-Kargar
By: Morteza Hosseini-Kargar,
President

Address: 100 Plantation Bay Drive
Ormond Beach, FL 32174

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25th day of August, 1994, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced personally known as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: Anne Marie Pierce

Print: Anne Marie Pierce

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: CC333274

EXHIBIT A

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT OS-23, PLANTATION BAY, SECTION 1B-V, UNIT 2, AS RECORDED IN MAP BOOK 43, PAGES 183-184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION 1B-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 790.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 304.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 646.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.89 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1B-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.75 ACRES MORE OR LESS.

This instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is April 15, 1996.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: 
Morteza Hosseini-Kargar, President



(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of April, 1996,
by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at
Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to
me or has produced personally known as identification and has not taken an oath.

NOTARY PUBLIC:

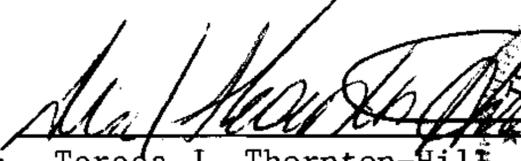
Sign: 
Print: Teresa J. Thornton-Hill
State of Florida At Large
(Seal)
My Commission Expires: 2/13/99
Title/Rank: _____
Commission Number: CC260702



EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 1C-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY, RUN S58°31'55"E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1C-V, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, AND A CENTRAL ANGLE OF 48°14'49"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID PLAT LINE AND SAID RIGHT-OF-WAY LINE A DISTANCE OF 425.24 FEET; THENCE, CONTINUING ALONG SAID LINE, S10°17'06"E A DISTANCE OF 132.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 62°57'44"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID LINE A DISTANCE OF 554.94 FEET TO THE POINT OF CUSP OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20" AND A CHORD BEARING OF S11°11'58"W; THENCE, DEPARTING SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1C-V, UNIT 1 AND SAID EASTERLY LINE OF PLANTATION BAY DRIVE, SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.20 FEET; THENCE S30°16'42"E A DISTANCE OF 134.53 FEET; THENCE N88°06'58"E A DISTANCE OF 49.08 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, RUN N40°11'55"E A DISTANCE OF 1248.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE ROAD NO.9 - SECTION 79002-2402; THENCE SOUTHERLY ALONG SAID LINE S20°43'11"E A DISTANCE OF 1317.25 FEET; THENCE, DEPARTING SAID LINE, N76°02'47"W A DISTANCE OF 649.04 FEET; THENCE N73°51'18"W A DISTANCE OF 409.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.27 FEET; THENCE S88°06'58"W A DISTANCE OF 147.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.904 ACRES OF LAND, MORE OR LESS.

076425

RT: Van Houten & Ponder, P.A.
714 South Palmetto Avenue
Daytona Beach, FL 32114

RECORDED
JAN 21 1994

This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Inst No: 94005942 Date: 04/20/1994
SYD GROSSBY, FLAGLER County
By: [Signature] D.C. Time: 10:57

VACATION AND SURRENDER OF EASEMENTS
PLANTATION BAY, FLAGLER COUNTY, FLORIDA
Re Lots 24 and 25, Plantation Bay, Phase 1 B-F, Unit 1
as per Map in Map Book 27, Page 62 et seq.

REC 0510 PAGE 0400

KNOW ALL MEN BY THESE PRESENTS THAT:

INTERVEST AT PLANTATION BAY, a Florida general partnership ("Intervest"), as successor to the Declarant under the Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded in Official Records Book 277, Page 805, Public Records of Flagler County, Florida, PLANTATION BAY UTILITY CO., a Florida corporation ("Utility"), and PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida corporation ("Association"), and the undersigned owners of Lots 24 and 25 (the "Lots") as more fully described above, hereby agree as follows:

1. Intervest hereby vacates and terminates that portion lying easterly of the 10' easement at the front of the Lots (i.e., adjacent to the cul-de-sac) and westerly of the easternmost drainage retention easement line of the certain Utility easements lying adjacent to and on either side of the common lot line between the lots. The portion of the easements being vacated is shown on the Sliger & Associates, Inc. survey attached hereto as Exhibit A.

2. Utility and Association hereby consent and agree to the foregoing vacation and surrender all right, title and interest which they or either of them may have in and to the vacated portion of the easements described above.

3. The owners hereby consent and agree to the foregoing vacation. The undersigned owners, for themselves and their successors in title, hereby agree with the Association that, notwithstanding that the Lots are a single parcel, each Lot shall remain subject to one assessment (regular and special) so that the parcel shall be subject to two assessments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown beneath their respective signatures.

WITNESSES:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PlanMor, Inc., a Florida corporation, managing partner

[Signature]
Tonia M. Pollitz
(Name printed or typed)

By: [Signature]
Morteza Hosseini-Kargar, President

[Signature]
Colleen Sumner
(Name printed or typed)
As to Intervest

(Corporate Seal)

Address: 100 Plantation Bay Drive
Ormond Beach, FL 32174

OFF REC 0510 PAGE 0401

PLANTATION BAY UTILITY CO., a Florida corporation

Gail E. Floch
Gail E. Floch
(Name printed or typed)

Christian Jenny
Christian Jenny
(Name printed or typed)
As to Utility

By: Dave Galshack
Dave Galshack
Secretary/Treasurer

(Corporate Seal)

Address: 103 North Lake Drive
Ormond Beach, FL 32174

PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida corporation

Tonia M. Pollitz
Tonia M. Pollitz
(Name printed or typed)

Colleen Sumner
Colleen Sumner
(Name printed or typed)
As to Association

By: Douglas R. Ross, Jr.
Douglas R. Ross, Jr., President

(Corporate Seal)

Address: 103 North Lake Drive
Ormond Beach, FL 32174

Lynn Winburn
LYNN WINBURN
(Name printed or typed)

David Keziah
DAVID KEZIAH
(Name printed or typed)
As to Owner

Ronald G. Maugeri

Address: 24 Bay Pointe Drive
Ormond Beach, FL 32174

Sheryl Teresa
Sheryl Teresa
(Name printed or typed)

Donisck
(Name printed or typed)
As to Owner

Francine E. Maugeri

Address: 24 Bay Pointe Drive
Ormond Beach, FL 32174

DOCUMENT

OFFICIAL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of February 1994, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida corporation, as managing partner of Intervest At Plantation Bay, a Florida general partnership, who is personally known to me or has produced _____ as identification.

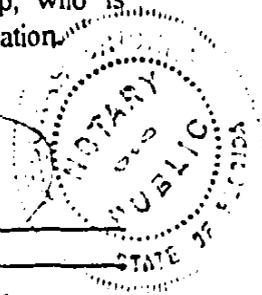
NOTARY PUBLIC:

Sign: [Signature]
Print: Deborah Buckle

State of Florida At Large
(Seal)

My Commission Expires: CC: 072468

Title/Rank: _____
Commission Number: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 20, 1994
BONDED THRU GENERAL INS. UND.



OFF REC 0510 PAGE 0402

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 4th day of February 1994, by Dave Galshack as Secretary/Treasurer of Plantation Bay Utility Co., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

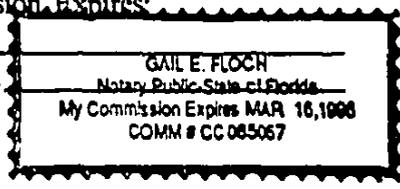
NOTARY PUBLIC:

Sign: [Signature]
Print: GAIL E. FLOCH

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____
Commission Number: _____



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of February 1994, by Douglas R. Ross, Jr. as President of Plantation Bay Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

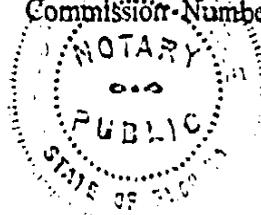
NOTARY PUBLIC:

Sign: [Signature]
Print: Deborah Buckle

State of Florida At Large
(Seal)

My Commission Expires: CC#: 072468

Title/Rank: _____
Commission Number: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 20, 1994
BONDED THRU GENERAL INS. UND.



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of ^{April} February 1994, by Ronald G. Maugeri, who is personally known to me or has produced DL # M2000-727 SA-346 C as identification.

NOTARY PUBLIC:

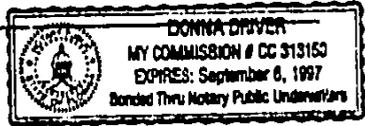
Sign: [Signature]
Print: Donna Driver

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of ^{April} February 1994, by Francine E. Maugeri, who is personally known to me or has produced DL # M2000-258 SA-6086 as identification.

NOTARY PUBLIC:

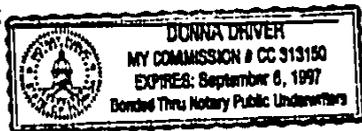
Sign: [Signature]
Print: Donna Driver

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____



UNOFFICIAL

OFF REC 0510 PAGE 0403



SLIGER & ASSOCIATES, INC.

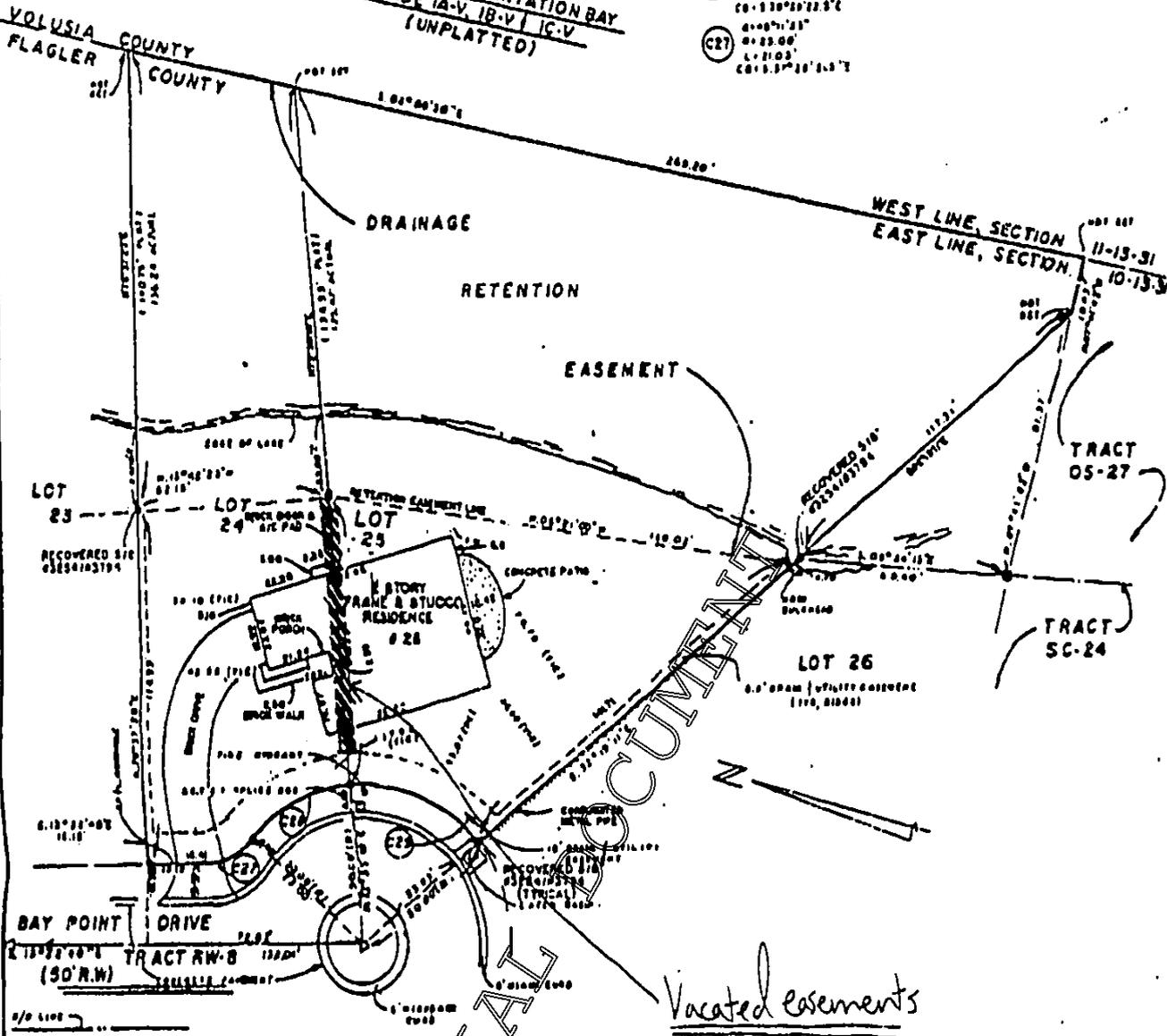
PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL. 904-761-5385 / 904-739-5603

OFF REC 0510 PAGE 0404

CURVE DATA

- (C29) $\Delta = 88^{\circ}00'31''$
 $R = 88.00'$
 $L = 48.00'$
 $CB = 8.10^{\circ}00'00''$
- (C28) $\Delta = 44^{\circ}00'31''$
 $R = 44.00'$
 $L = 24.00'$
 $CB = 4.05^{\circ}00'31''$
- (C27) $\Delta = 88^{\circ}00'31''$
 $R = 88.00'$
 $L = 48.00'$
 $CB = 8.10^{\circ}00'00''$

**PROPOSED PLANTATION BAY
PHASE 1A-V, 1B-V, 1C-V
(UNPLATTED)**



Vacated easements

ABBREVIATIONS
 TYP. = TYPICAL
 DRAIN = DRAINAGE
 S.B.T. & T. = SOUTHERN BELL
 TELEPHONE & TELEGRAPH
 R/W = RIGHT OF WAY
 A/C = AIR CONDITIONER

SHEET 1 OF 2
SEE SHEET 2 FOR
SURVEYORS NOTES

VALID WITH
SIGNATURE &
EMBOSSED SEAL
ONLY

LEGAL DESCRIPTION:
LOTS 24 & 25, PLANTATION BAY, PHASE 1A-V, UNIT 1, AS RECORDED IN MAP BOOK 27, PAGES 62-65 OF THE PUBLIC RECORDS OF
FLAGLER COUNTY, FLORIDA.

FOR: RONALD G & FRANCINE E. MAUGEN

SCALE: 1" = 40' FIELD BOOK 34) PAGE(S) 26

	DATE	JOB NO.	PC	DRW	CHKD. BY
SKETCH OF DESC.					
BOUNDARY					
TOPOGRAPHIC	SEE SHEET 2 OF 2				
FOUNDATION					
FINAL					
RECERTIFICATION					

LEGEND

- IRON ROD WITH CAP
- MON PILE
- CONCRETE MONUMENT
- PERMANENT REFERENCE MONUMENT
- ▲ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (M) NON RADIAL LINE
- EXISTING ELEVATION
- PROPOSED ELEVATION

I HEREBY CERTIFY THAT THIS PLAN MEETS THE HIGHEST TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 3190.8, FLORIDA ADMINISTRATIVE CODE, PLANNING TO SECTION 3190.87, FLORIDA STATUTE.

Steven T. Sliger
 STEVEN T. SLIGER, P.L.S. NO. 3184
 S.E. EXPERT, P.L.S. NO. 6018
 STEVEN T. SLIGER, P.L.S. 4422

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA**
(Section IC-V, Unit 2)

This instrument executed this 17 day of April, 1996, is executed by PlanMor, Inc., a Florida corporation ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PlanMor, Inc. has, by instruments recorded in Official Records Book 3826, Page 2328, and on even date herewith, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, PlanMor, Inc. hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, PlanMor, Inc. has caused these presents to be executed under seal by its managing partner.

Witnesses:

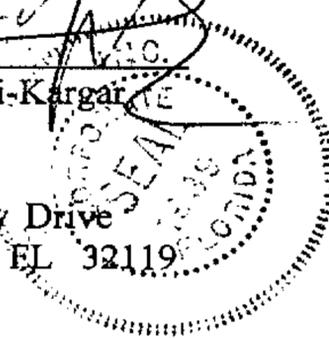
Nancy Bocuzzi
NANCY BOCUZZI
(Name Printed or Typed)

Teresa S. Wint Hill
Teresa S. Wint Hill
(Name Printed or Typed)

PLANMOR, INC., a Florida corporation

By: [Signature]
Morteza Hosseini-Kargar
President

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of April, 1996, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Teresa J. Thornton
State of Florida At Large
(Seal)
My Commission Expires: 2/19/97
Title/Rank: _____
Commission Number: CC260702

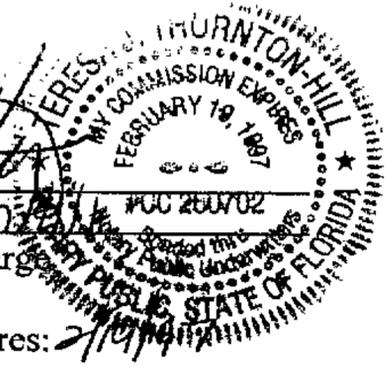


EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 58°31'55" E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION IC-V, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23°35'11", AND A CHORD BEARING OF S 46°44'19" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.89 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION IC-V, UNIT 1 AND SAID PLANTATION BAY DRIVE, N 82°05'02" E, A DISTANCE OF 107.24 FEET; THENCE N 40°49'14" E, A DISTANCE OF 760.87 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.9, SECTION 79002-2402; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95, S 20°43'11" E, A DISTANCE OF 1963.59 FEET; THENCE DEPARTING SAID WESTERLY LINE OF INTERSTATE 95, N 76°02'47" W, A DISTANCE OF 649.04 FEET; THENCE N 73°51'18" W, A DISTANCE OF 409.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 18°01'44" AND A CHORD BEARING OF N 82°52'10" W; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET; THENCE S 88°06'58" W, A DISTANCE OF 196.69 FEET; THENCE N 30°16'42" W, A DISTANCE OF 134.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20" AND A CHORD BEARING OF N 11°11'58" E; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.20 FEET TO A POINT ON THE EASTERLY LINE OF THE AFOREMENTIONED PLANTATION BAY DRIVE, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 62°57'44" AND A CHORD BEARING OF N 21°11'46" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 554.94 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PLANTATION BAY DRIVE, N 10°17'06" W, A DISTANCE OF 132.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 24°39'38" AND A CHORD BEARING OF N 22°36'55" W; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 217.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 29.55 ACRES MORE OR LESS.

079681

This instrument Prepared By:
David B. Lotz, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
c/o 2359 Beville Road
Daytona Beach, Florida
32119

Inst No: 97008377 Date: 05/12/1997
SYD CROSBY, FLAGLER County
By: M. Stevens D.C. Time: 16:20:1

OFF REC 0582 PAGE 1039

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PLANTATION BAY AS RECORDED IN OFFICIAL
RECORDS BOOK 277, PAGES 805-845, PUBLIC RECORDS OF FLAGLER
COUNTY, FLORIDA

(All references to recording information herein are to the Public Records of Flagler County,
Florida unless otherwise indicated)

(Underlined text represents new language)

This Amendment to the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 277, Pages 805-845, as heretofore amended by Amendments recorded in Official Records Book 308, Page 248; Official Records Book 320, Page 819; Official Records Book 377, Page 210; Official Records Book 382, Page 754; Official Records Book 488, Page 1179; said Declaration, as amended, being hereinafter referred to as the "Declaration", made on the date hereinafter set forth by Interest at Plantation Bay, a Florida partnership, and PlanMor, Inc., a Florida corporation ("Declarants"),

WITNESSETH

WHEREAS, §13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, Class "B" membership has not been terminated, and Declarant has the right to appoint a majority of the Board of Directors pursuant to §3.03 of the Bylaws of the Association; and

WHEREAS, Interest at Plantation Bay is the assignee and successor of the original Declarant and PlanMor, Inc., is a successor declarant as to Interest at Plantation Bay for certain property that has been annexed into the Declaration; and

RECEIVED

MAR 24 1997

ENGINEERING AMEN 206432.4
FLAGLER COUNTY, FLA

WHEREAS, §10.2 of the Flagler County Development Order (the "Order") as recorded in Official Records Book 262, Pages 807-853 requires annual contributions by the Association to the County of Flagler to reimburse the county for the costs associated with deputies salaries and §10.4 of the Order requires suitable space in an existing building for use as a sheriff's substation and the amendment, as set forth hereafter, is being added to the Declaration to bring said Declaration into conformity with the Order; and

WHEREAS, all capitalized terms used herein shall have that meaning set forth in the Declaration; and

WHEREAS, Declarants desire to put all transferees, mortgagees and lienors on notice of such amendment.

NOW, THEREFORE, the following amendment to the Declaration is hereby adopted, and each transferee, mortgagee or lienor of any property within Plantation Bay (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendment, to wit:

Article IX is amended by adding the following language to §9.02 to read as follows:

§9.02 Gatehouse and Contribution to Flagler County for Deputies Salaries. The Association shall provide for the limited access to the Properties by the use of manned or electronic gate houses. After the platting or beginning of sales of Units in Phase II, the Association shall remit to the County an annual amount of \$25,000 to reimburse the County for deputies salaries and shall, at its expense, furnish to the County suitable space within a County approved building in the portion of Plantation Bay within Flagler County for use as a sheriff's substation. After the platting or beginning of sales of Units in Phase III, the annual amount that the Association remits to the County will be increased to \$30,000 as reimbursement for deputies salaries. Such reimbursement will be in monthly installments from the Association to the County.

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals this 22 day of March, 1997.

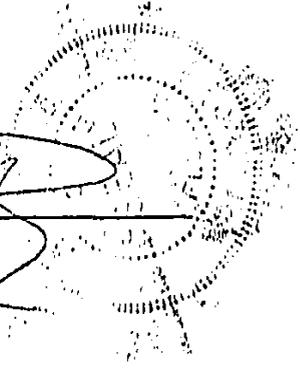
Signed, sealed and delivered in the presence of:

[Signature]
DOUGLAS E. ROSS, JR
(Name Printed or Typed)

[Signature]
Charlene B. Irland
(Name Printed or Typed)

PlanMor, Inc.,
a Florida corporation

[Signature]
Morteza Hosseini-Kargar
President



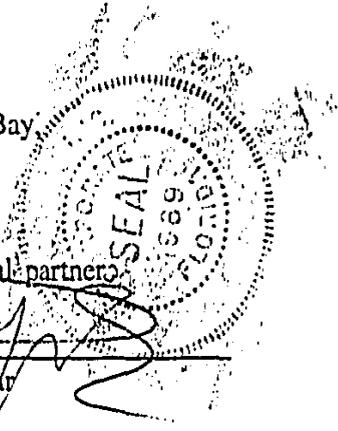
Intervest at Plantation Bay
a Florida Partnership

By: PlanMor, Inc.,
managing general partner

[Signature]
DOUGLAS E. ROSS, JR
(Name Printed or Typed)

[Signature]
Charlene B. Irland
(Name Printed or Typed)

[Signature]
Morteza Hosseini-Kargar
President



UNOFFICIAL DOCUMENT

STATE OF FLORIDA
COUNTY OF Flagler

OFF REC 0582 PAGE 1042

The foregoing instrument was acknowledged before me this 22 day of March, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

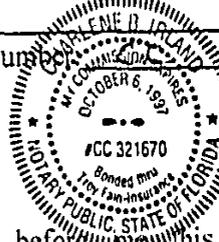
Sign: [Signature]
Print: Charlene B. Ireland

State of Florida At Large
(Seal)

My Commission Expires: 10-6-97

Title/Rank: _____

Commission Number: CC 321670



STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 22 day of March, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, managing general partner of Investest at Plantation Bay, a Florida partnership. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

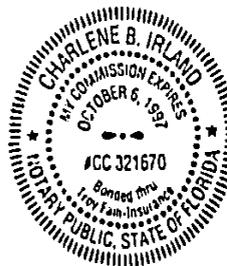
Sign: [Signature]
Print: Charlene B. Ireland

State of Florida At Large
(Seal)

My Commission Expires: 10-6-97

Title/Rank: _____

Commission Number: CC 321670



UNOFFICIAL

This instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 461, Page 379, Public Records of Flagler County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 277, Page 805, Public Records of Flagler County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property" which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is Sept 3, 1997.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar, President

(Corporate Seal)

RT: Intervest Construction, Inc.
2359 Beville Road
Daytona Beach, FL
32119

PLANMOR, INC., a Florida corporation

By: [Signature]
Morteza Hosseini-Kargar, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced PERSONALLY KNOWN as identification and has not taken an oath.

NOTARY PUBLIC:

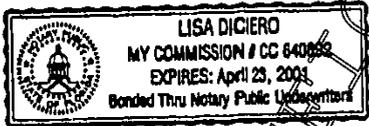


Sign: [Signature]
Print: LISA DICIERO
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: NOTARY PUBLIC
Commission Number: 4/23/01

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., on behalf of the corporation. He is personally known to me or has produced PERSONALLY KNOWN as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: [Signature]
Print: LISA DICIERO
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: NOTARY PUBLIC
Commission Number: 4/23/01

UNOFFICIAL DOCUMENT

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF REFERENCE, RUN SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 378.62 FEET TO THE NORTHWEST LINE OF EAGLE ROCK RANCHES SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 50-51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SOUTH 40 DEGREES 11 MINUTES 55 SECONDS WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 2077.22 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 56 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 495.52 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.96 ACRES

UNOFFICIAL DOCUMENT

28.50
This Instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY AS RECORDED IN
OFFICIAL RECORDS BOOK 3005, PAGE 74,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
AND IN OFFICIAL RECORDS BOOK 277, PAGE 805,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA**

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by INTERVEST AT PLANTATION BAY, a Florida partnership ("IPB") and PLANMOR, INC., a Florida corporation ("Planmor"), (IPB and Planmor may sometimes hereinafter be collectively referred to as "Declarant"),

W I T N E S S E T H:

WHEREAS, IPB and Planmor have, by instruments recorded in the public records of Volusia and/or Flagler County, Florida, been designated Successor Declarant under the terms of that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida and in Official Records Book 277, Page 805, Public Records of Flagler County, Florida, as amended from time to time (the "Declaration"), and

WHEREAS, Declarant as of the date hereof has the right under the terms of the Declaration to appoint a majority of the Board of Directors of the Association as defined in the Declaration, and

WHEREAS, Declarant has authority under Section 13.02 of the Declaration to amend the Declaration, and

WHEREAS, Declarant desires to adopt the amendments hereinafter set forth and to put all owners, transferees, mortgagees and lienors and other interested parties on notice of such amendment;

NOW, THEREFORE, the following amendments to the Declaration are hereby adopted, and each owner, transferee, mortgagee or lienor of any property which constitutes a part of the Properties as such term is defined in the Declaration (including any future phases submitted to the

Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to wit:

A. The third paragraph of Article II is hereby deleted in its entirety and replaced with the following:

Access to each golf course and to a particular Sports Club's facilities or a part thereof is strictly subject to the rules and procedures of the particular Sports Club. No Owner or occupant gains any right to enter or to use such facilities by virtue of ownership or occupancy of a Commercial or Residential Unit.

B. The first paragraph of Section 10.01 is amended as follows:

1. On line 7, delete the phrase "the Sports Club or Plantation Bay Sports, Inc." and insert the phrase "any Sports Club" in its place.

2. Delete the last sentence of the paragraph (which begins "Plantation Bay Sports, Inc. and its successors and assigns...") and insert the following in its place: "Each Sports Club, its successors and assigns shall be responsible for fifty percent (50%) of the cost of maintenance and upkeep of the lakes within, and immediately adjacent to, said Sports Club property. The Sports Clubs shall collectively be responsible for fifty percent (50%) of the cost of maintenance and upkeep of any lakes within the Properties which are not within or immediately adjacent to a Sports Club. The Sports Clubs shall share such collective expense equally."

C. Article XVI is hereby deleted in its entirety and replaced with the following:

Article XVI
Sports Club

§ 16.01 The Sports Club. The term "Sports Club," as used in this Declaration, shall mean and refer to (i) any person or entity which owns or operates a golf course facility within the Properties, its successors and assigns and/or (ii) a particular golf course facility located within the Properties, together with its related amenities (e.g. any clubhouse, swimming pool, parking area, tennis courts, etc.), as context dictates (including, without limitation, Interhoba of Florida, Inc., as successor to Plantation Bay Sports, Inc.). Sports Club property shall be designated as such on all plats recorded subsequent to the recording of this Amendment. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant or any other person or entity with regard to the continuing ownership or operation of any Sports Club, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of each Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of a Sports Club to or by an independent person or entity; (b) the conversion of a Sports Club's membership structure to an "equity" club or similar arrangement whereby the members of such Sports Club or an entity owned

or controlled thereby becomes the owner(s) and/or operator(s) of such Sports Club, (c) the conveyance, pursuant to contract, option, or otherwise, of a Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or said Sports Club, or (d) the conveyance of a Sports Club to the Association, with or without consideration and subject or not subject to mortgage(s) or other encumbrances. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict or any Owner shall be required to effectuate such transfer, even in the case of a conveyance of a Sports Club to the Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

§ 16.02 Rights of Membership, Access and Parking. Each Sports Club and its members (regardless of whether such members are Owners hereunder), invitees, guests, employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance within the Properties and said Sports Club and, further, over those portions of the Properties (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of said Sports Club and its facilities. Without limiting the generality of the foregoing, members of a Sports Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Common Areas at reasonable times before, during and after golf tournaments and other approved functions held at that particular Sports Club.

§ 16.03 Architectural Control. Neither the Association, the Modifications Committees, nor any Subdistrict or Residential Association or similar committee or board thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which are adjacent to, or otherwise in the direct line of sight from, any Sports Club property without giving the affected Sports Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. Such affected Sports Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of a Sports Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of said Sports Club's right to object to the matter so submitted. This Section shall also apply to work on the Common Areas hereunder or any Common Areas/elements of a Subdistrict or a Residential Association, if any. No Sports Club shall be subject to the requirements of Article XI hereof. Nevertheless, a Sports Club must provide written notice to the Board of Directors prior to construction upon Sports Club property. In the event the Board, by a majority vote, reasonably determines that the proposed construction poses a potential threat to the health and welfare of the membership, then such Sports Club shall be required to comply with the review process established in Article XI hereof in connection with the contemplated construction.

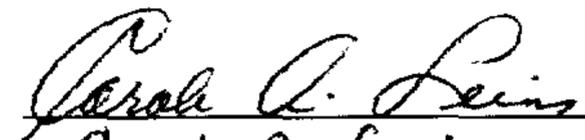
§ 16.04 Limitation on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of each Sports Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of each affected Sports Club, or, in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

§ 16.05 Jurisdiction and Cooperation. It is the Declarant's intention that the Association and each Sports Club shall cooperate among themselves to the maximum extent possible in the operation of the Properties and of each Sports Club. Each shall reasonably assist the other(s) in upholding the Community-Wide Standard as it pertains to maintenance.

D. Except as set forth above, Declarant hereby ratifies and confirms all of the terms of the Declaration.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 17th day of July, 1998.

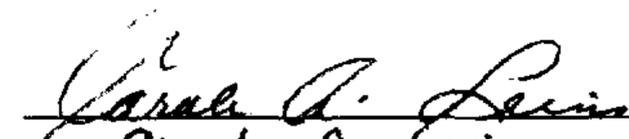
Witnesses:



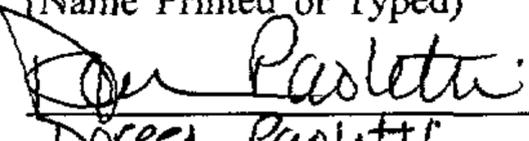
Carole A. Reins
(Name Printed or Typed)



Doreen Pasletti
(Name Printed or Typed)



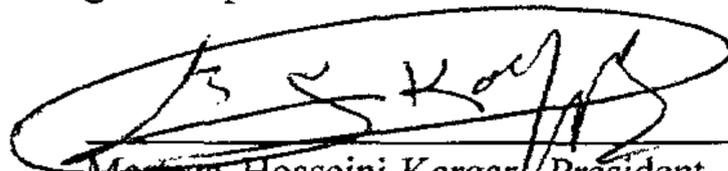
Carole A. Reins
(Name Printed or Typed)



Doreen Pasletti
(Name Printed or Typed)

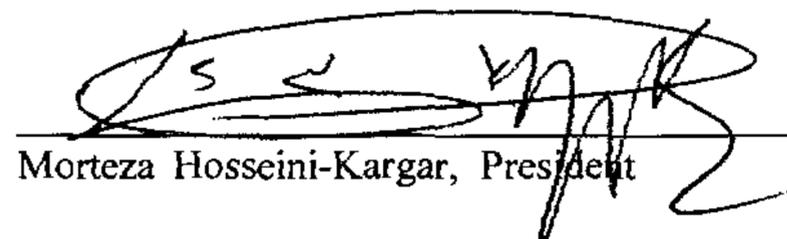
INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida corporation,
general partner



Morteza Hosseini-Kargar, President

PLANMOR, INC., a Florida corporation

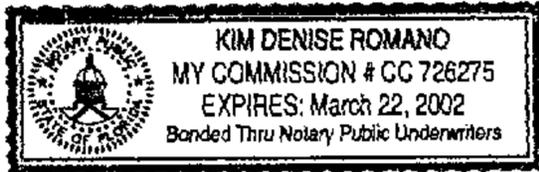


Morteza Hosseini-Kargar, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 22nd day of July, 1998, by Morteza Hosseini, as President of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

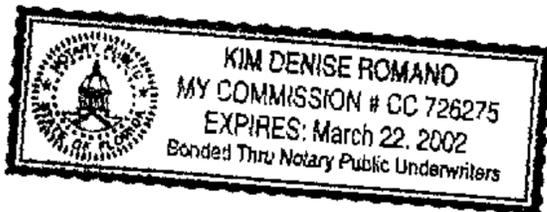
My Commission Expires:

Title/Rank: _____
Commission Number: CC 726275

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of July, 1998, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: Kim Denise Romano

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____
Commission Number: CC 726275

JOINDER

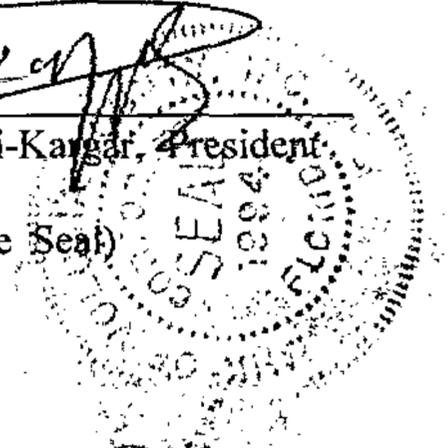
PRESTWICK AT PLANTATION BAY, a Florida general partnership ("Prestwick"), as an affiliate of INTERVEST AT PLANTATION BAY and of PLANMOR, INC., hereby consents to and joins in the foregoing Amendment, this 17th day of July, 1998. In reliance upon the effectiveness thereof, Prestwick shall, by instrument to be executed on even date herewith: (i) be designated Successor Declarant under the Declaration as to certain real property located in Volusia County, Florida and owned by Prestwick, and (ii) annex said real property and declare the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration as if said real property were originally set forth therein.

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

By: MHK of Volusia County, Inc., a
Florida corporation, general partner


Morteza Hosseini-Kargar, President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of July, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of Prestwick at Plantation Bay, a Florida general partnership, on behalf of the partnership. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: Kim Denise Romano

Print: Kim Denise Romano

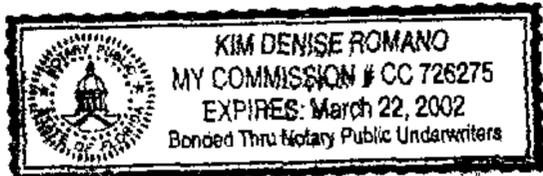
State of Florida At Large

(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: CC726275



This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA**
(Section ICF-2)

This instrument executed this 12th day of September, 1997, is executed by PlanMor, Inc., a Florida corporation ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler County, Florida.

WHEREAS, PlanMor, Inc. has, by instrument recorded on even date herewith, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 461, Page 379, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida, recorded in Official Records Book 277, Page 805, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

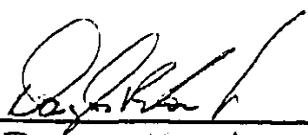
WHEREAS, Successor Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

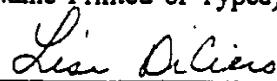
NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, PlanMor, Inc. hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

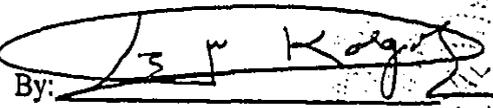
IN WITNESS WHEREOF, PlanMor, Inc. has caused these presents to be executed as of the day and year first above written

Witnesses:


DOUGLAS KASS, JR.
(Name Printed or Typed)


LISA DICIERO

PLANMOR, INC., a Florida corporation

By: 
Morteza Hosseini-Kargar,
President

Address: 2359 Beville Road
Daytona Beach, FL 32119

(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of September, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:



Sign: Lisa Diciero
Print: LISA DICIERO

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: NOTARY PUBLIC

Commission Number: CC 640892

UNOFFICIAL DOCUMENT

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF REFERENCE, RUN SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 378.62 FEET TO THE NORTHWEST LINE OF EAGLE ROCK RANCHES SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 50-51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SOUTH 40 DEGREES 11 MINUTES 55 SECONDS WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 2077.22 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 56 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1495.52 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST; A DISTANCE OF 475.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.96 ACRES

RT: Intertest Construction, Inc.
2359 Beville Road
Daytona Beach, FL 32119

UNOFFICIAL DOCUMENT

This Instrument Prepared by:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

**DESIGNATION OF SUCCESSOR DECLARANT AND ASSIGNMENT OF
DECLARANT'S RIGHTS, PRIVILEGES AND POWERS UNDER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY**
(Section 1D-V, Unit 1)

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof is vested in Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property, and

WHEREAS, IPB and Prestwick agree that Prestwick, an affiliate of IPB, should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all of the "Properties" as such term is defined in the Declaration except for the Exhibit A Property and that property to which PlanMor, Inc., a Florida corporation has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

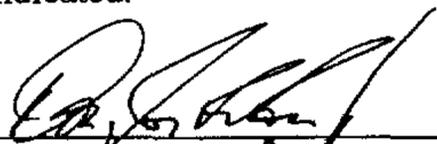
NOW, THEREFORE, the undersigned declares and states as follows:

1. As to the Exhibit A Property, IPB designates Prestwick as the Successor Declarant, and assigns to Prestwick, as to said Exhibit A Property, all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is August 20, 1998.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.



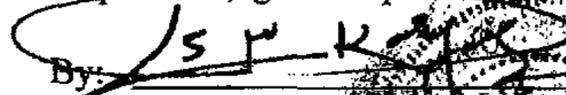
DOUGLAS R. ROSS, JR.



DOREEN PAOLETTI

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner


By: _____

Morteza Hossein Kargari
President

(Corporate Seal)

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

[Signature]

By: MHK of Volusia County, Inc., a
Florida corporation, general partner

[Signature]

By: [Signature]

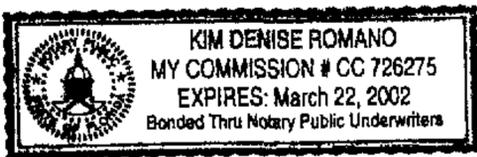
Morteza Hosseini-Kargar,
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

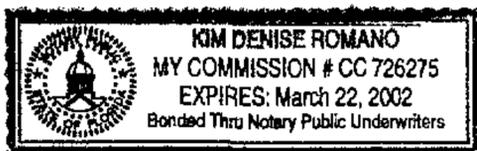
Title/Rank: _____

Commission Number: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of Intervest at Plantation Bay, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST-LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

OFF REC 0625 PAGE 0347

This Instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Interinvest Construction, Inc.
2359 Beville Road
Daytona Beach, Florida 32119

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY AS RECORDED IN
OFFICIAL RECORDS BOOK 3005, PAGE 74,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
AND IN OFFICIAL RECORDS BOOK 277, PAGE 805,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA**

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by INTERVEST AT PLANTATION BAY, a Florida partnership ("IPB") and PLANMOR, INC., a Florida corporation ("Planmor"), (IPB and Planmor may sometimes hereinafter be collectively referred to as "Declarant"),

WITNESSETH:

WHEREAS, IPB and Planmor have, by instruments recorded in the public records of Volusia and/or Flagler County, Florida, been designated Successor Declarant under the terms of that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida and in Official Records Book 277, Page 805, Public Records of Flagler County, Florida, as amended from time to time (the "Declaration"), and

WHEREAS, Declarant as of the date hereof has the right under the terms of the Declaration to appoint a majority of the Board of Directors of the Association as defined in the Declaration, and

WHEREAS, Declarant has authority under Section 13.02 of the Declaration to amend the Declaration, and

WHEREAS, Declarant desires to adopt the amendments hereinafter set forth and to put all owners, transferees, mortgagees and lienors and other interested parties on notice of such amendment;

NOW, THEREFORE, the following amendments to the Declaration are hereby adopted, and each owner, transferee, mortgagee or lienor of any property which constitutes a part of the Properties as such term is defined in the Declaration (including any future phases submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to

UNOFFICIAL DOCUMENT

wit:

A. The third paragraph of Article II is hereby deleted in its entirety and replaced with the following:

Access to each golf course and to a particular Sports Club's facilities or a part thereof is strictly subject to the rules and procedures of the particular Sports Club. No Owner or occupant gains any right to enter or to use such facilities by virtue of ownership or occupancy of a Commercial or Residential Unit.

B. The first paragraph of Section 10.01 is amended as follows:

1. On line 7, delete the phrase "the Sports Club or Plantation Bay Sports, Inc." and insert the phrase "any Sports Club" in its place.

2. Delete the last sentence of the paragraph (which begins "Plantation Bay Sports, Inc. and its successors and assigns...") and insert the following in its place: "Each Sports Club, its successors and assigns shall be responsible for fifty percent (50%) of the cost of maintenance and upkeep of the lakes within, and immediately adjacent to, said Sports Club property. The Sports Clubs shall collectively be responsible for fifty percent (50%) of the cost of maintenance and upkeep of any lakes within the Properties which are not within or immediately adjacent to a Sports Club. The Sports Clubs shall share such collective expense equally."

C. Article XVI is hereby deleted in its entirety and replaced with the following:

Article XVI
Sports Club

§ 16.01 The Sports Club. The term "Sports Club" as used in this Declaration, shall mean and refer to (i) any person or entity which owns or operates a golf course facility within the Properties, its successors and assigns and/or (ii) a particular golf course facility located within the Properties, together with its related amenities (e.g. any clubhouse, swimming pool, parking area, tennis courts, etc.), as context dictates (including, without limitation, Interhoba of Florida, Inc., as successor to Plantation Bay Sports, Inc.). Sports Club property shall be designated as such on all plats recorded subsequent to the recording of this Amendment. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant or any other person or entity with regard to the continuing ownership or operation of any Sports Club, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of each Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of a Sports Club to or by an independent person or entity; (b) the conversion of a Sports Club's membership structure to an "equity" club or similar arrangement whereby the members of such Sports Club or an entity owned or

LEMLEMAMEN2418363
032993-021

controlled thereby becomes the owner(s) and/or operator(s) of such Sports Club, (c) the conveyance, pursuant to contract, option, or otherwise, of a Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or said Sports Club, or (d) the conveyance of a Sports Club to the Association, with or without consideration and subject or not subject to mortgage(s) or other encumbrances. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict or any Owner shall be required to effectuate such transfer, even in the case of a conveyance of a Sports Club to the Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

§ 16.02 Rights of Membership, Access and Parking. Each Sports Club and its members (regardless of whether such members are Owners hereunder), invitees, guests, employees, agents, contractors and designers shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance within the Properties and said Sports Club and, further, over those portions of the Properties (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of said Sports Club and its facilities. Without limiting the generality of the foregoing, members of a Sports Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Common Areas at reasonable times before, during and after golf tournaments and other approved functions held at that particular Sports Club.

§ 16.03 Architectural Control. Neither the Association, the Modifications Committees, nor any Subdistrict or Residential Association or similar committee or board thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which are adjacent to, or otherwise in the direct line of sight from, any Sports Club property without giving the affected Sports Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. Such affected Sports Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of a Sports Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of said Sports Club's right to object to the matter so submitted. This Section shall also apply to work on the Common Areas hereunder or any Common Areas/elements of a Subdistrict or a Residential Association, if any. No Sports Club shall be subject to the requirements of Article XI hereof. Nevertheless, a Sports Club must provide written notice to the Board of Directors prior to construction upon Sports Club property. In the event the Board, by a majority vote, reasonably determines that the proposed construction poses a potential threat to the health and welfare of the membership, then such Sports Club shall be required to comply with the review process established in Article XI hereof in connection with the contemplated construction.

LEM\LEM\MEN\244836J

032993-021

§ 16.04 Limitation on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of each Sports Club, no amendment to this Article and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of each affected Sports Club, or, in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

§ 16.05 Jurisdiction and Cooperation. It is the Declarant's intention that the Association and each Sports Club shall cooperate among themselves to the maximum extent possible in the operation of the Properties and of each Sports Club. Each shall reasonably assist the other(s) in upholding the Community-Wide Standard as it pertains to maintenance.

D. Except as set forth above, Declarant hereby ratifies and confirms all of the terms of the Declaration.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 20 day of July, 1998.

Witnesses:

[Signature]

DOUGLAS R. ROSS, JR.
(Name Printed or Typed)

[Signature]

DOREEN PAOLETTI
(Name Printed or Typed)

[Signature]

DOUGLAS R. ROSS, JR.
(Name Printed or Typed)

[Signature]

DOREEN PAOLETTI
(Name Printed or Typed)

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida corporation,
general partner

[Signature]

Morteza Hosseini-Kargar, President

PLANMOR, INC., a Florida corporation

[Signature]

Morteza Hosseini-Kargar, President

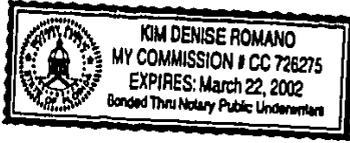
DOCUMENT

UNOFFICIAL

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 22nd day of July 1998, by Morteza Hosseini, as President of Interest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

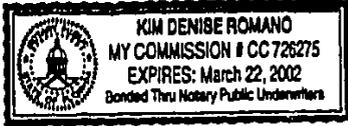
Title/Rank: _____

Commission Number: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of July 1998, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

UNOFFICIAL DOCUMENT

JOINDER

PRESTWICK AT PLANTATION BAY, a Florida general partnership ("Prestwick"), as an affiliate of INTERVEST AT PLANTATION BAY and of PLANMOR, INC., hereby consents to and joins in the foregoing Amendment, this 20 day of JULY, 1998. In reliance upon the effectiveness thereof, Prestwick shall, by instrument to be executed on even date herewith: (i) be designated Successor Declarant under the Declaration as to certain real property located in Volusia County, Florida and owned by Prestwick, and (ii) annex said real property and declare the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration as if said real property were originally set forth therein.

PRESTWICK AT PLANTATION BAY, a Florida general partnership

By: MHK of Volusia County, Inc., a Florida corporation, general partner

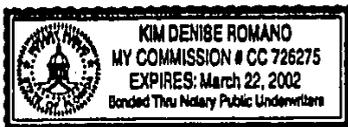
Morteza Hosseini-Kargar, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of July, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of Prestwick at Plantation Bay, a Florida general partnership, on behalf of the partnership. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

LEM\LEMAMEN\244836.J
032993-021

UNOFFICIAL DOCUMENT

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 1)**

This instrument executed this 20 day of August, 1998, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick at Plantation Bay has, by instrument recorded on even date herewith in the public records of Volusia County, Florida, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Successor Declarant hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick at Plantation Bay has caused these presents to be executed under seal by its duly authorized general partner.

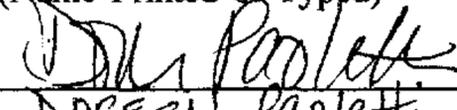
Witnesses:

PRESTWICK AT PLANTATION
BAY, a Florida general partnership

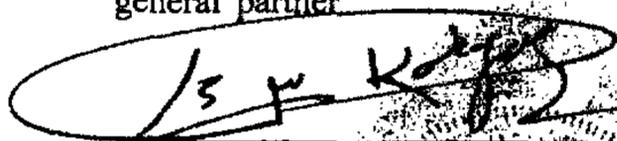
By: MHK of Volusia County, Inc.,
a Florida corporation, as
general partner

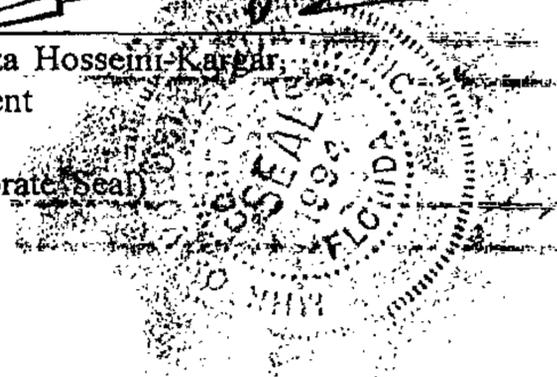


DOUGLAS R. ROSS, JR.
(Name Printed or Typed)



DOREEN PAOLETTI
(Name Printed or Typed)



Morteza Hosseini-Kargar,
President
(Corporate Seal)


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of Prestwick at Plantation Bay, a Florida general partnership on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST-LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

Return to:
101
2359 Beville Rd.
Daytona Beach, FL 32119

01/18/2000 11:09
Instrument # 2000-007735
Book: 4513
Page: 663

This Instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

VOLUSIA RECORDING AFFIDAVIT

BEFORE ME, the undersigned authority, appeared Morteza Hosseini-Kargar, who, after being duly sworn, deposes and says as follows:

1. Affiant is an officer of Planmor, Inc., a Florida corporation, which is the managing general partner of Intervest at Plantation Bay, a Florida general partnership, and is also an officer of MHK of Volusia County, Inc., a Florida corporation, which is the managing general partner of Prestwick at Plantation Bay, a Florida general partnership. Intervest at Plantation Bay and Prestwick at Plantation Bay have each been designated Successor Declarants of portions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay ("Declaration") recorded in Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida, as amended from time to time.

2. Affiant, in recognition of the fact that the real property included within the geographic area affected by such Declaration is located in Volusia and Flagler counties, is seeking to ensure that all documents having an effect on the Declaration are recorded in each county.

3. Affiant has caused those documents which have been recorded in either Volusia or Flagler county to be examined and has determined that it is desirable that certain documents need to be recorded in Volusia County in order to facilitate understanding of the Declaration, as amended.

4. Affiant is, therefore, causing the following documents to be recorded in the Public Records of Volusia County, Florida:

(a) First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated March 24, 1987 and recorded in Official Record Book 308, Page 248 of the Public Records of Flagler County, Florida.

(b) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 23, 1993 and recorded in Official Records Book 488, Page 1179 of the Public Records of Flagler County, Florida.

(c) Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated March 22, 1997 and recorded in Official Records Book 582, Page 1039 of the Public Records of Flagler County, Florida.

(d) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated December 21, 1993, as recorded in Official Record Book 503, Page 1 of the Public Records of Flagler County, Florida.

(e) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated December 21, 1993, as recorded in Official Record Book 503, Page 4 of the Public Records of Flagler County, Florida.

(f) Designation of Successor Declarant Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated September 3, 1997, as recorded in Official Record Book 594, Page 259 of the Public Records of Flagler County, Florida.

5. Affiant is not recording the following documents because such documents have been replaced or superseded by subsequent recorded amendments to the Declaration:

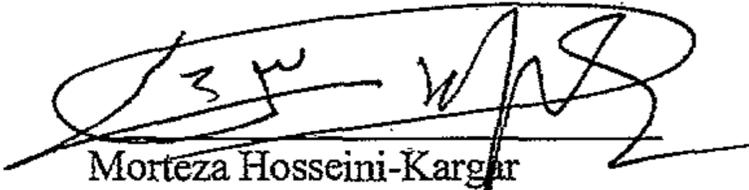
(a) Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated May 21, 1987, as recorded in Official Record Book 320, Page 819 of the Public Records of Flagler County, Florida.

(b) Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated December 19, 1988, as recorded in Official Record Book 377, Page 210 of the Public Records of Flagler County, Florida.

(c) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated February 20, 1989, as recorded in Official Record Book 382, Page 754 of the Public Records of Flagler County, Florida.

6. Affiant is unaware of the existence of a Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay and therefore is not recording such amendment.

7. Further affiant sayeth naught.

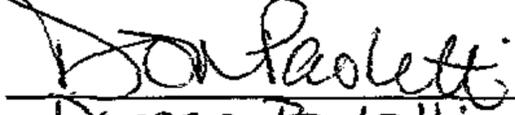

Morteza Hosseini-Kargar

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 5th day of January, 2000, by Morteza Hosseini-Kargar, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC:

Sign: 
Print: Doreen Paoletti

State of Florida At Large
(Seal)

My Commission Expires: 03-04-03

Title/Rank: _____

Commission Number: CC 814515

BOOK: 4513
PAGE: 666

13 V-2nd (1)
VERSIDE TITLE COMPANY
100 S. HALIFAX AVE.
DAYTONA BEACH, FL 32018

30780509
BOOK PAGE
VOLUSIA COUNTY
FLORIDA

ANNEXATION OF ADDITIONAL PROPERTY
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida corporation (the "Declarant" is the owner of the real property described in Exhibit "A" attached hereto (the "Annexed Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay (the "Declaration") was recorded Official Records Book 277 Page 805 Public Records of Flagler County, Florida and in Official Records Book 3005 Page 0074 Public Records Volusia County, Florida; and

WHEREAS Declarant desires to provide a flexible and reasonable procedure for the overall development of the Annexed Property and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Annexed Property as is now or may hereafter be subject to the Declaration; and

WHEREAS, Section 8.01 of the Declaration provides that the Declarant shall have the unilateral right to impose the Declaration upon the Annexed Property by filing in the Public Records of Volusia and Flagler County an instrument annexing such properties; and

WHEREAS, Declarant intends by this instrument to impose the Declaration upon the Annexed Property for the benefit of all owners of the Annexed Property and all property subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the described in Exhibit "A" shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 24 day of August, 1987.

ECOCEN CORP., a Florida corporation
By: Francois Lazare
Francois Lazare, President

165998
Attest: [Signature]
D. G. Gishack, Secretary
RECORDED FOR RECORD
FILED VERIFIED
9 22 AM '87
CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

[CORPORATE SEAL]

BOOK: 4513
PAGE: 667

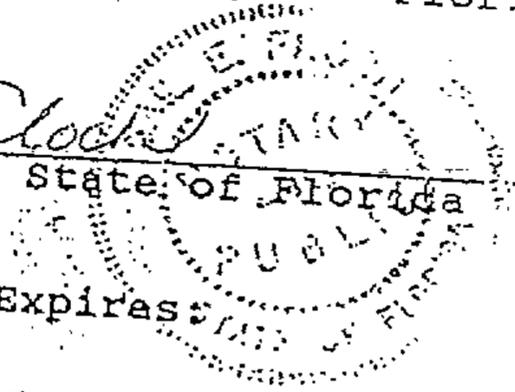
30780510

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF *Flagler*

The foregoing instrument was acknowledged before me this 24
day of August, 1987 by Francois Lazare and David Galshac
President and Secretary, respectively, of Ecocen Corp., a Flori
corporation.

Gail C. Flock
Notary Public, State of Florida
At Large
My Commission Expires



Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

Lago Grande

DESCRIPTION

30780511

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 WEST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF PLANTATION BAY, PHASE I-A, RECORDED IN MAP BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, BEING THE BEARING BASIS OF THIS DESCRIPTION ALONG THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, AND THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 124.55 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 68 DEGREES 05 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST; HAVING A RADIUS OF 336.44 FEET AND A CENTRAL ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST; HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 244.59 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 00 SECONDS EAST A DISTANCE OF 794.46 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 08 SECONDS WEST, A DISTANCE OF 173.97 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 348.99 FEET; THENCE SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, A DISTANCE OF 192.57 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST, A DISTANCE OF 310.14 FEET; THENCE NORTH 37 DEGREES 47 MINUTES 53 SECONDS WEST, A DISTANCE OF 255.20 FEET; THENCE NORTH 32 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 59 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 03 SECONDS WEST, A DISTANCE OF 34.05 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 21.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1280.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 53 MINUTES 12 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 690.02 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 991.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.46 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 276.44 FEET AND A CENTRAL ANGLE OF 05 DEGREES 43 MINUTES 49 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.65 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 02 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 101.20 FEET AND A CENTRAL ANGLE OF 36 DEGREES 03 MINUTES 50 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 27.76 FEET AND A CENTRAL ANGLE OF 57 DEGREES 22 MINUTES 33 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.80 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE 22.01 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 84.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.55 ACRES.

EXHIBIT A

BOOK: 4513
PAGE: 66B

PAGE
VOLUSIA COUNTY
FLORIDA

1991 JUN 19 AM 10:49

075293

ANNEXATION AMENDMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA

THIS INSTRUMENT executed this 4 day of JUNE, 1991, is executed by ECOGEN CORP., a Florida corporation, ("Declarant") and is delivered for filing to the Clerk of the Circuit Court of Volusia County, Florida.

BACKGROUND OF INSTRUMENT

1. The status of Declarant is set forth in the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, (the "Declaration") which Declaration is recorded in Official Records Book 3005 at Page 74 of the Public Records of Volusia County, Florida, as the same has been subsequently amended.

2. Pursuant to the terms of the Declaration, (viz. Section 8.1), the Declarant holds authority to annex additional real property to be subject to the terms of the Declaration.

3. The purpose of this instrument is to annex within the terms of the Declaration the real property described on Composite Exhibit "A" attached hereto.

DECLARATION OF ANNEXATION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, and in accordance with the authority described in the Background of this instrument, Declarant hereby states as follows:

4. Declarant hereby includes the real property described in Composite Exhibit "A" attached to this instrument to be subject to all of the terms and conditions of the Declaration as if the real property were originally set forth therein; and declares that the real property shall be held, sold, transferred, conveyed, subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration and that the same shall constitute covenants running with the land.

5. Except as set forth above, Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the corporation as set its hand and seal on the day and year first above written.

WITNESSES:

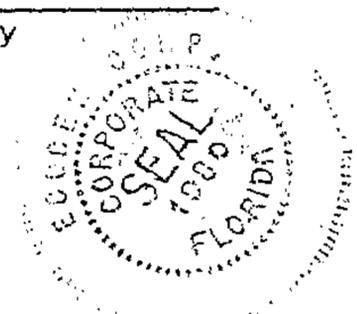
[Signature]
Steph E. Daniel
(as to Irwin)
[Signature]
David Galshack
(as to Galshack)

ECOCEN CORP., a Florida corporation

By: [Signature]
Stephen Irwin, Vice-President

Attest: [Signature]
David Galshack, Secretary

(Corporate Seal)



15.00
BOOK PAGE
3648 0123
VOLUSIA CO., FL

BOOK = 4513
PAGE = 669

UNIT 2

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF LOT 24, PLANTATION BAY, SECTION 1B-V, UNIT 1, RECORDED IN PLAT BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, ON A SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID LOT 24, THE BEARING BASE OF THIS DESCRIPTION, A DISTANCE OF 484.83 FEET; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 734.48 FEET; THENCE NORTH 38 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 414.93 FEET; THENCE NORTH 76 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 29.67 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 717.11 FEET; TO THE BOUNDARY OF SAID PLANTATION BAY, SECTION 1B-V, UNIT 1; THENCE ALONG SAID BOUNDARY, RUN NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 94.05 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 32 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 57 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 255.20 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 310.14 FEET; TO THE POINT OF BEGINNING.

CONTAINING 14.83 ACRES.

UNIT 3

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 36, PLANTATION BAY, SECTION 1B-V, UNIT 1, AS RECORDED IN MAP BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION BAY DRIVE, SAID RIGHT OF WAY HAVING A REFERENCE BEARING OF NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST; THENCE RUN SOUTH 30 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 717.11 FEET; THENCE SOUTH 78 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.67 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 632.02 FEET TO A POINT ON THE WEST LINE OF SECTION 11 AFORESAID; THENCE ALONG SAID WEST LINE RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 373.31 FEET; THENCE DEPARTING SAID LINE NORTH 41 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 297.30 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 111.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.30 ACRES



075293

BOOK: 4513
PAGE: 671

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary Public, personally appeared, STEPHEN IRWIN, as Vice-President of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 4th day of June, 1991.

LARRY JUNCHEL
Notary Public, State of New York
No. 31-4812808
Qualified in New York County
Commission Expires June 30, 1992

Larry Junchel
NOTARY PUBLIC, State of New York
My Commission Expires:
(Notarial Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, DAVID GALSHACK, as Secretary of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 10th day of June, 1991.

David Galshack
NOTARY PUBLIC, State of New York
My Commission Expires:
(Notarial Seal)
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UND.
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
Post Office Box 5488
Daytona Beach, Florida 32118

1000 Plantation Bay Dr.
Daytona Beach, Fla. 32119

10/26/1994 15:57
Instrument # 94161320
Book: 3960
Page: 154

JLW

This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491



BOOK: 4513
PAGE: 672

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Phase 1C-V)

This instrument executed this 24 day of August, 1994, is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 3723, Page 1651, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida (the "Declaration"), as recorded in Official Records Book 3005, Page 74; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

Ellen S. Kushner
Ellen S. Kushner
(Name printed or typed)
As to Morteza Hosseini-Kargar

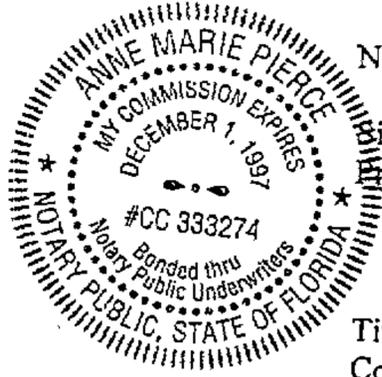
Address: 100 Plantation Bay Drive
Ormond Beach, FL 32174

NOV 11 1994

STATE OF FLORIDA
COUNTY OF Volusia

BOOK: 4513
PAGE: 673

The foregoing instrument was acknowledged before me this 25th day of August, 1994, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced personally known as identification and has not taken an oath.



NOTARY PUBLIC:

Signature: Anne Marie Pierce
Print: Anne Marie Pierce
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: _____
Commission Number: CC333274

103

NOV 17 1994

BOOK: 4513
PAGE: 674

EXHIBIT A

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT OS-23, PLANTATION BAY, SECTION 1B-V, UNIT 2, AS RECORDED IN MAP BOOK 43, PAGES 183-184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION 1B-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 790.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 304.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 646.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.89 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1B-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.75 ACRES MORE OR LESS.

NOV 01 1994

161320

BOOK # 4513
PAGE # 675

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section IC-V, Unit 2)

This instrument executed this 17 day of April, 1996, is executed by PlanMor, Inc., a Florida corporation ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PlanMor, Inc. has, by instruments recorded in Official Records Book 3826, Page 2328, and on even date herewith, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, PlanMor, Inc. hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, PlanMor, Inc. has caused these presents to be executed under seal by its managing partner.

Witnesses:

PLANMOR, INC., a Florida corporation

Nancy Boccia
NANCY BOCCIA
(Name Printed or Typed)

By: [Signature]
Morteza Hosseini-Kargahi
President
Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119

[Signature]
Teresa S. [Name]
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF VOLUSIA

BOOK: 4513
Page: 676

The foregoing instrument was acknowledged before me this 17th day of April, 1996, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:

Sign: [Signature]

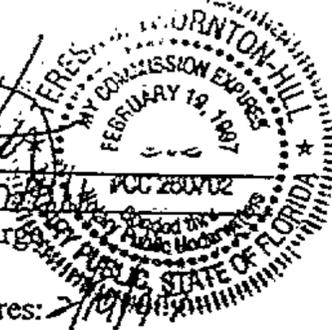
Print: Teresa J. Thornton

State of Florida At Large
(Seal)

My Commission Expires: 2/19/98

Title/Rank: _____

Commission Number: CC260702



BEST AVAILABLE COPY

BOOK: 4103
Page: 735
Diane M. Hatousek
Volusia County, Clerk of Court

EXHIBIT "A"

LEGAL DESCRIPTION

BOOK: 4573
Page: 677

PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 11, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 58°31'55" E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 10-V, UNIT 1 (SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE, A 30 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO A POINT OF BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200 FEET, A CENTRAL ANGLE OF 23°35'11", AND A CHORD BEARING S 46°44'19" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.89 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 10-V, UNIT 1 AND SAID PLANTATION BAY DRIVE, N 82°05'02" E, A DISTANCE OF 107.24 FEET; THENCE N 40°49'14" E, A DISTANCE OF 760.87 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.9, SECTION 79002-2402; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95, S 20°43'11" E, A DISTANCE OF 963.59 FEET; THENCE DEPARTING SAID WESTERLY LINE OF INTERSTATE 95, S 02°47' W, A DISTANCE OF 649.04 FEET; THENCE N 73°51'18" W, A DISTANCE OF 409.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 114°44" AND A CHORD BEARING OF N 82°52'10" W; THENCE NORTHERLY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET; THENCE S 88°06'58" W, A DISTANCE OF 196.69 FEET; THENCE N 30°16'42" W, A DISTANCE OF 134.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 120°20" AND A CHORD BEARING OF N 11°11'58" E; THENCE NORTHERLY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.20 FEET TO A POINT ON THE EASTERLY LINE OF THE AFOREMENTIONED PLANTATION BAY DRIVE, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 62°57'44" AND A CHORD BEARING OF N 21°11'46" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 554.94 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PLANTATION BAY DRIVE, N 10°17'06" W, A DISTANCE OF 132.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 113°38" AND A CHORD BEARING OF N 22°36'55" W; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 217.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 29.55 ACRES MORE OR LESS.

This instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is April 15, 1996.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

MAY - 9 1996

ICF
INTERVEST CONSTRUCTION, INC.

INTERVEST AT PLANTATION BAY,
a Florida partnership.

By: PlanMor, Inc., a Florida
corporation, general partner

By:

Morteza Hosseini-Kargar, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of April, 1996,
by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at
Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to
me or has produced personally known as identification and has not taken an oath.

BOOK: 4513
PAGE: 679

NOTARY PUBLIC:

Sign: *Teresa J. Thornton-Hill*
Print: Teresa J. Thornton-Hill

State of Florida At Large
(Seal)

My Commission Expires: 2/19/99

Title/Rank: _____

Commission Number: CC260702

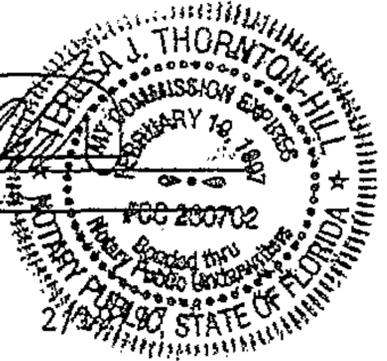


EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 1C-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY, RUN S58°31'55"E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1C-V, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, AND A CENTRAL ANGLE OF 48°14'49"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID PLAT LINE AND SAID RIGHT-OF-WAY LINE A DISTANCE OF 425.24 FEET; THENCE, CONTINUING ALONG SAID LINE, S10°17'06"E A DISTANCE OF 132.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 62°57'44"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID LINE A DISTANCE OF 554.94 FEET TO THE POINT OF CUSP OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20" AND A CHORD BEARING OF S11°11'58"W; THENCE, DEPARTING SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1C-V, UNIT 1 AND SAID EASTERLY LINE OF PLANTATION BAY DRIVE, SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.20 FEET; THENCE S30°16'42"E A DISTANCE OF 134.53 FEET; THENCE N88°06'58"E A DISTANCE OF 49.08 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, RUN N40°11'55"E A DISTANCE OF 1248.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE ROAD NO.9 - SECTION 79002-2402; THENCE SOUTHERLY ALONG SAID LINE S20°43'11"E A DISTANCE OF 1317.25 FEET; THENCE, DEPARTING SAID LINE, N76°02'47"W A DISTANCE OF 649.04 FEET; THENCE N73°51'18"W A DISTANCE OF 409.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.27 FEET; THENCE S88°06'58"W A DISTANCE OF 147.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.904 ACRES OF LAND, MORE OR LESS.

RECEIVED

MAY - 9 1996

ICI
INTERVEST CONSTRUCTION, INC.

076425

Book: 4513
Page: 680

This Instrument Prepared by:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

**DESIGNATION OF SUCCESSOR DECLARANT AND ASSIGNMENT OF
DECLARANT'S RIGHTS, PRIVILEGES AND POWERS UNDER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
(Section 1D-V, Unit 1)**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof is vested in Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property, and

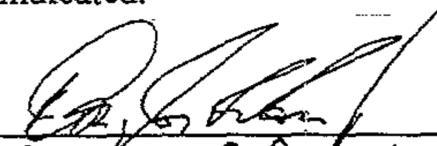
WHEREAS, IPB and Prestwick agree that Prestwick, an affiliate of IPB, should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all of the "Properties" as such term is defined in the Declaration except for the Exhibit A Property and that property to which PlanMor, Inc., a Florida corporation has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned declares and states as follows:

1. As to the Exhibit A Property, IPB designates Prestwick as the Successor Declarant, and assigns to Prestwick, as to said Exhibit A Property, all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is August 20, 1998.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.



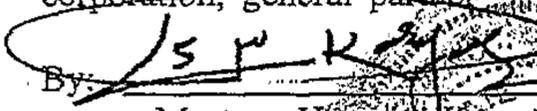
Douglas R. Ross, Jr.



Doreen Paolotti

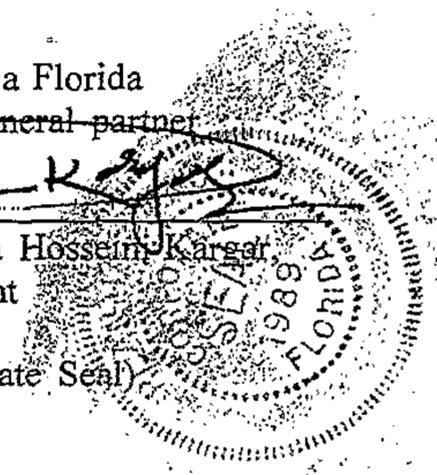
INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner



Morteza Hossein Kargar,
President

(Corporate Seal)



BOOK: 4341
PAGE: 681

BOOK: 4513
PAGE: 682

[Signature]

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

[Signature]

By: MHK of Volusia County, Inc., a
Florida corporation, general partner

[Signature]

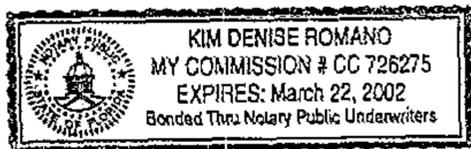
Morteza Hosseini-Kargar,
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

My Commission Expires:

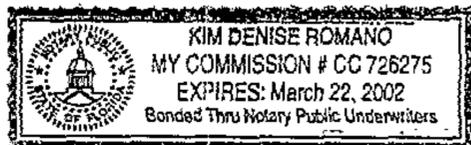
Title/Rank: _____

Commission Number: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of Intervest at Plantation Bay, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____

Book: 4513
Page: 683

EXHIBIT "A"

Book: 4341
Page: 4655
Diane M. Matousek
Volusia County, Clerk of CourtLEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST-LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

Book: 4513
Page: 684

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 1)

This instrument executed this 20 day of August, 1998, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick at Plantation Bay has, by instrument recorded on even date herewith in the public records of Volusia County, Florida, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Successor Declarant hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

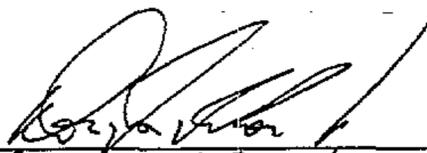
Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick at Plantation Bay has caused these presents to be executed under seal by its duly authorized general partner.

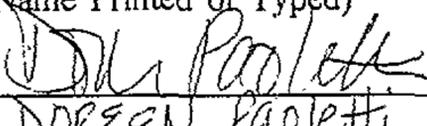
Witnesses:

PRESTWICK AT PLANTATION BAY, a Florida general partnership

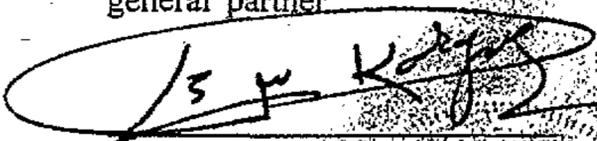
By: MHK of Volusia County, Inc., a Florida corporation, as general partner



DOUGLAS R. ROSS, JR.
(Name Printed or Typed)



DOREEN PAOLETTI
(Name Printed or Typed)



Morteza Hosseini-Kargar,
President

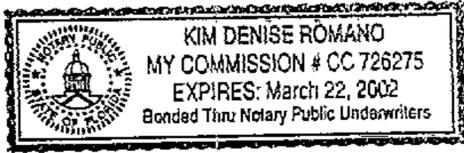
(Corporate Seal)



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of Prestwick at Plantation Bay, a Florida general partnership on behalf of the partnership. He is personally known to me or has produced as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

BOOK: 4513
PAGE: 685

Book: 4513
Page: 686
Diane M. Matousek
Volusia County, Clerk of Court

Book: 4341
Page: 4658
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST-LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

Inst No: 00001189 Date: 01/19/2000
SYD CROSBY, FLAGLER County
By: Mark A. Watts, D.C. Time: 14:47:16

OFF REC 0680 PAGE 1604

This Instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

FLAGLER RECORDING AFFIDAVIT

BEFORE ME, the undersigned authority, appeared Morteza Hosseini-Kargar, who, after being duly sworn, deposes and says as follows:

1. Affiant is an officer of Planmor, Inc., a Florida corporation, which is the managing general partner of Intervest at Plantation Bay, a Florida general partnership, and is also an officer of MHK of Volusia County, Inc., a Florida corporation, which is the managing general partner of Prestwick at Plantation Bay, a Florida general partnership. Intervest at Plantation Bay and Prestwick at Plantation Bay have each been designated Successor Declarants of portions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay ("Declaration") recorded in Official Records Book 277, Page 805 of the public records of Flagler County, Florida, as amended from time to time.

2. Affiant, in recognition of the fact that the real property included within the geographic area affected by such Declaration is located in Volusia and Flagler counties, is seeking to ensure that all documents having an effect on the Declaration are recorded in each county.

3. Affiant has caused those documents which have been recorded in either Volusia or Flagler County to be examined and has determined that it is desirable that certain documents be recorded in Flagler County in order to facilitate understanding of the Declaration, as amended.

4. Affiant is, therefore, causing the following documents to be recorded in the Public Records of Flagler County, Florida:

(a) Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1987, as recorded in Official Record Book 3078, Page 509 of the Public Records of Volusia County, Florida.

(b) Annexation Amendment of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated June 4, 1991, as recorded in Official Record Book 3648, Page 123 of the Public Records of Volusia County, Florida.

(c) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1994, as recorded in Official Record Book 3960, Page 154 of the Public Records of Volusia County, Florida.

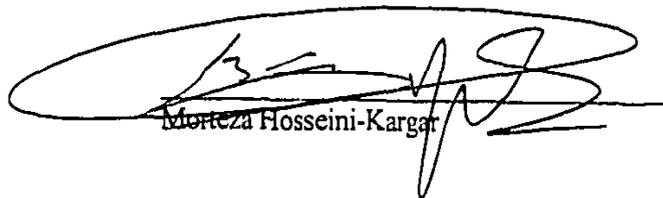
(d) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 17, 1996, as recorded in Official Record Book 4103, Page 733 of the Public Records of Volusia County, Florida.

(e) Designation of Successor Declarant Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 15, 1996, as recorded in Official Record Book 4101, Page 3080 of the Public Records of Volusia County, Florida.

(f) Designation of Successor Declarant and Assignment of Declarant's Rights, Privileges and Powers under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 30, 1998, as recorded in Official Record Book 4341, Page 4653 of the Public Records of Volusia County, Florida.

(g) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 20, 1998, as recorded in Official Records Book 4341, Page 4656 of the Public Records of Volusia County, Florida.

5. Further affiant sayeth naught.


Morteza Flosseini-Kargar

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to and subscribed before me this 5th day of January, 2000, by Morteza Hosseini-Kargar, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: Doreen Paoletti
State of Florida At Large
(Seal)

My Commission Expires: 03-04-03

Title/Rank: _____
Commission Number: CC 814515

UNOFFICIAL DOCUMENT

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLANTATION BAY AS RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 805 THROUGH 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, ECOGEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.6 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.05 of Article I is hereby amended to read in full as follows:

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, excluding rental apartments, as may be developed, used, and defined as hereinafter provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

2. Section 1.19 of Article I is hereby amended to read in full as follows:

REC 0308 PAGE 0249

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon. All apartment units shall be considered Residential Units.

3. Section 1.22 of Article I is hereby amended to read in full as follows:

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

4. Section 3.03 of Article III is hereby amended to read in full as follows:

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors, New Construction Committee or Modifications Committees shall become

effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board of Directors, the New Construction Committee or the Modifications Committees by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, the New Construction Committee, the Modifications Committees, or the Voting Members. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the New Construction Committee, the Modifications Committees or the Voting Members and/or the Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the New Construction Committee, the Modifications Committees or the Board of Directors and to be taken by said Committees or the Board or the Association or any individual member of the Association if Board, Committees, or Association approval is necessary for said action. Said veto may be exercised by Declarant, its representatives, or agents within ten (10) days after the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of any Committee, or the Board or the Voting Members.

5. The third paragraph of Section 5.01 of Article V is hereby amended to read in full as follows:

The Board shall also obtain a public liability policy, if reasonably available, covering the Common Area, the Association and its Members for all damage or injury resulting from the operation, maintenance or use of the Common Areas, or caused by the negligence of the Association or any of its Members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit if such coverage is reasonably available.

6. The first paragraph of Section 10.01 of Article X is hereby amended to read in full as follows:

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit or until two (2) years after the purchase of that particular Land Segment, whichever occurs first. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

7. The first paragraph of Section 10.02 of Article X is hereby amended to read in full as follows:

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Voting Members and the Class "B" Member.

8. Section 10.06 of Article X is hereby amended to read in full, including the underscored portion, as follows:

OFF REC 0308 PAGE 0252

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

9. Section 11.01 of Article XI is hereby amended to read in full as follows:

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the property described in Exhibit "B" hereto, computed on an area basis, has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

10. Section 11.04 of Article XI is hereby amended to read in full as follows:

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard if such program is in effect. Such facilities or units shall be certified by the utility as having obtained the Watt-Wise designation or equivalent.

11. The first paragraph of Section 12.01 of Article XII is hereby amended to read in full as follows:

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association. Any subsequently recorded declaration, covenants or restrictions upon any portion of the Properties for individual Land Segments, phases or Subdistricts which are not executed by the Declarant shall be void unless and until the Board of Directors executes and records in the public records a joinder and consent to such declaration, covenants or restrictions.

12. Paragraph (f) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free on the Properties. Any pet deemed to be a nuisance by the Board of Directors shall be removed from the Properties at the owner's expense.

13. Paragraph (m) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for

REC 0308 PAGE 0254

approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant, or cause to be planted, a minimum of two (2) native oak shade trees at a minimum 3 1/2" circumference at 4 feet above ground level for each Residential Unit if none exists on the lot which would shade the house.

14. Paragraph (o) of Section 12.02 of Article XII is hereby created to read in full as follows:

(o) No ornamental statuary of any type, including but not limited to bird baths, fountains and lawn statutes shall be permitted to be placed upon any Residential Unit without the prior written consent of the New Construction Committee or the Modifications Committee, as applicable.

15. Section 16.01 of Article XVI is hereby amended to read in full as follows:

§ 16.01 ~~Conveyance of~~ Plantation Bay Sports, Inc. All persons, including all owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled

REC 0308 PAGE 0255

thereby becomes the owner(s) and/or operator(s) of the Sports Club, or (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 24 day of March, 1987.

ECOCEN CORPORATION, a Florida corporation

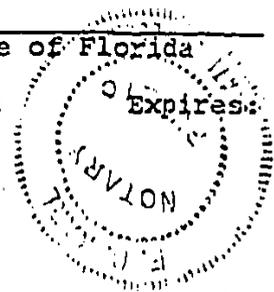
By: Francois Lazare.
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 24 day of March, 1987, by Francois Lazare, President, and David Galshak, Secretary of Ecocen Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires:
JUNE 16, 1987



UNOFFICIAL DOCUMENT

TBG248
MKMS02

Return:
COBB & COLE
P.O. Box 191
DAYTONA BCH, FL
32015

87/003645
CLERK
FLAGLER COUNTY
J. Ducken, Jr.
387 1109 11 AM 3/85
OFF REC 308 PAGE 255

THIS INSTRUMENT PREPARED BY:
JAY D. BOND, JR.
P. O. BOX 2491
DAYTONA BEACH, FL 32115-2491

FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY AS RECORDED IN
OFFICIAL RECORDS BOOK 277, PAGES 805-845,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

(All references to recording information herein are
to the Public Records of Flagler County, Florida
unless otherwise indicated)

(Underlined text represents new language)

This Fifth Amendment to the Declaration of Covenants,
Conditions and Restrictions made on the date hereinafter set forth
by Intervest at Plantation Bay, a Florida partnership
("Declarant"),

W I T N E S S E T H

WHEREAS, the St. Johns River Water Management District
requires additional amendments to the Declaration of Covenants,
Conditions and Restrictions as recorded in Official Records Book
277, Pages 805 through 845, as heretofore amended by Amendments
recorded in Official Records Book 308, Page 248; Official Records
Book 320, Page 819; Official Records Book 377, page 210; Official
Records Book 382, page 754; said Declaration, as amended, being
hereinafter referred to as the "Declaration"; and

WHEREAS, Section 13.02 of the Declaration provides that the
Declarant may amend the Declaration so long as it has the right to
appoint a majority of the Board of Directors of the Plantation Bay
Community Association, Inc. ("Association"); and

WHEREAS, less than forty percent (40%) of the Units permitted
by the Master Land Use Plan for Plantation Bay have been sold, and
Declarant has the right to appoint a majority of the Board of
Directors pursuant to Section 36 of the Bylaws of the Association;
and

WHEREAS, Intervest at Plantation Bay is the assignee and
successor of Declarant; and

WHEREAS, the amendments hereinafter set forth are required by
St. Johns River Water Management District as a condition of

R/R KINSEY VINCENT PYLE, PA.
P.O. BOX 3096
DAYTONA BCH, FL. 32118

UNOFFICIAL DOCUMENT

issuance of the stormwater permits required for further development; and

WHEREAS, successor Declarant desires to put all transferees, mortgagees and lienors on notice of such amendments.

NOW, THEREFORE, the following amendments to the Declaration are hereby adopted, and each transferee, mortgagee or lienor of any property within Plantation Bay (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to wit:

A. Article I is hereby amended by adding § 1.26 to read as follows:

"Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

B. Article IX, is hereby amended by adding § 9.07 to read as follows:

Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

C. Article XIII, § 13.02, is hereby amended to add the following sentence to the end of said section:

Any amendment to the Declaration which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

D. Article XIII is hereby amended by adding § 13.11 to read as follows:

Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

E. Article XIII is hereby amended by adding § 13.12 to read as follows:

Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, successor Declarant has hereunto set its hand and seal this 28 day of April, 1993.

Witnesses:

[Signature]
Teresa J. Canton
[Signature]
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: Planmor, Inc., managing
general partner

[Signature]
Morteza Hosseini-Kargar
President

UNOFFICIAL DOCUMENT



STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 28
day of April, 1993, by Morteza Hosseini-Kargar, as
President of Planmor, Inc., managing general partner of Intervest
at Plantation Bay, a Florida partnership, on behalf of the said
partnership. He is personally known to me or ~~has produced~~
personally known as identification and has not taken an
oath.

NOTARY PUBLIC:

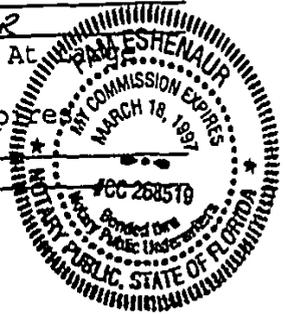
Sign: Pam Eshenaur
Print: PAM ESHENAU

State of Florida At
(Seal)

My Commission Expires

Title/Rank:

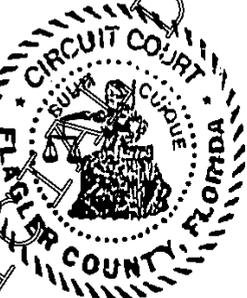
Commission Number:



NO. 93/00719A
FILED & RECORDED 1/77
O.R. BOOK 488 PAGE 1182

'93 MAY 28 AM 1:13
V. Jan DDC

CLERK OF DISTRICT COURT
FLORIDA COUNTY, FLORIDA



UNOFFICIAL DOCUMENT

This instrument Prepared By:
David B. Lotz, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
c/o 2359 Beville Road
Daytona Beach, Florida
32119

Inst No: 97008377 Date: 05/12/1997
SYD CROSBY, FLAGLER County
By: M. Stevens D.C. Time: 16:20:1

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY AS RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 805-845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

(All references to recording information herein are to the Public Records of Flagler County, Florida unless otherwise indicated)

(Underlined text represents new language)

This Amendment to the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 277, Pages 805-845, as heretofore amended by Amendments recorded in Official Records Book 308, Page 248; Official Records Book 320, Page 819; Official Records Book 377, Page 210; Official Records Book 382, Page 754; Official Records Book 488, Page 1179; said Declaration, as amended, being hereinafter referred to as the "Declaration", made on the date hereinafter set forth by Intervest at Plantation Bay, a Florida partnership, and PlanMor, Inc., a Florida corporation ("Declarants"),

WITNESSETH:

WHEREAS, §13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, Class "B" membership has not been terminated, and Declarant has the right to appoint a majority of the Board of Directors pursuant to §3.03 of the Bylaws of the Association; and

WHEREAS, Intervest at Plantation Bay is the assignee and successor of the original Declarant and PlanMor, Inc., is a successor declarant as to Intervest at Plantation Bay for certain property that has been annexed into the Declaration; and

RECEIVED

MAR 24 1997

ENGINEERING DEPARTMENT 2064324
FLAGLER COUNTY FLA

WHEREAS, §10.2 of the Flagler County Development Order (the "Order") as recorded in Official Records Book 262, Pages 807-853 requires annual contributions by the Association to the County of Flagler to reimburse the county for the costs associated with deputies salaries and §10.4 of the Order requires suitable space in an existing building for use as a sheriff's substation and the amendment, as set forth hereafter, is being added to the Declaration to bring said Declaration into conformity with the Order; and

WHEREAS, all capitalized terms used herein shall have that meaning set forth in the Declaration; and

WHEREAS, Declarants desire to put all transferees, mortgagees and lienors on notice of such amendment.

NOW, THEREFORE, the following amendment to the Declaration is hereby adopted, and each transferee, mortgagee or lienor of any property within Plantation Bay (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendment, to wit:

Article IX is amended by adding the following language to §9.02 to read as follows:

§9.02 Gatehouse and Contribution to Flagler County for Deputies Salaries. The Association shall provide for the limited access to the Properties by the use of manned or electronic gate houses. After the platting or beginning of sales of Units in Phase II, the Association shall remit to the County an annual amount of \$25,000 to reimburse the County for deputies salaries and shall, at its expense, furnish to the County suitable space within a County approved building in the portion of Plantation Bay within Flagler County for use as a sheriff's substation. After the platting or beginning of sales of Units in Phase III, the annual amount that the Association remits to the County will be increased to \$30,000 as reimbursement for deputies salaries. Such reimbursement will be in monthly installments from the Association to the County.

UNOFFICIAL AMENDMENT

IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals this 22 day of MARCH, 1997.

Signed, sealed and delivered in the presence of:

[Signature]
Douglas E. Coos, Jr
(Name Printed or Typed)

[Signature]
Charlene B Irland
(Name Printed or Typed)

PlanMor, Inc.,
a Florida corporation

[Signature]
Morteza Hosseini-Kargar
President

Intervest at Plantation Bay
a Florida Partnership

By: PlanMor, Inc.,
managing general partner

[Signature]
Morteza Hosseini-Kargar
President

[Signature]
Douglas E. Coos, Jr
(Name Printed or Typed)

[Signature]
Charlene B Irland
(Name Printed or Typed)

UNOFFICIAL DOCUMENT



STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 22 day of March, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Charlene B. Ireland

State of Florida At Large

(Seal)

My Commission Expires: 10-6-97

Title/Rank: _____

Commission Number: CC 321670



STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 22 day of March, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, managing general partner of Intervest at Plantation Bay, a Florida partnership. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Charlene B. Ireland

State of Florida At Large

(Seal)

My Commission Expires: 10-6-97

Title/Rank: _____

Commission Number: CC 321670



UNOFFICIAL DOCUMENT

1500
This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

✓
RETURN TO:
INTERVEST CONSTRUCTION, INC.
1150 PELICAN BAY DRIVE
DAYTONA BEACH, FL 32119

OFF REC 0680 PAGE 1623

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(1CF-1)

This instrument executed this 21st day of December, 1993 is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 461, Page 379, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida (the "Declaration"), as recorded in Official Records Book 277, Page 805; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex ~~subject~~ to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, ~~Successor~~ Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

Jeanne G. Cook
Jeanne G. Cook
(Name printed or typed)
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119

OFF REC 0503 PAGE 0001

The foregoing instrument was acknowledged before me this 21st day of December, 1993, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced N/A as identification and has not taken an oath.

OFF REC 0503 PAGE 0002

NOTARY PUBLIC:

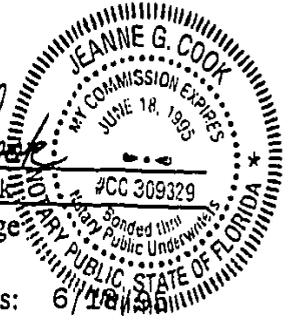
Sign: Jeanne G. Cook
Print: Jeanne G. Cook

State of Florida At Large
(Seal)

My Commission Expires: 6/18/95

Title/Rank: Notary Public

Commission Number: CC309329



UNOFFICIAL DOCUMENT

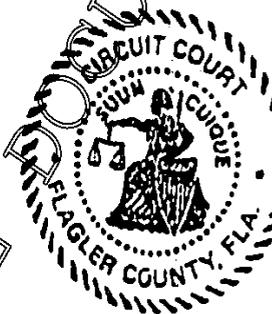
PLANTATION BAY SECTION 1C-F, UNIT 1

OFF REC 0503 PAGE 0003

A PORTION OF LOTS 9, 10, AND 11, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1374.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE NORTH 02 DEGREES 02 MINUTES 51 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.52 ACRES.

UNOFFICIAL DOCUMENT



93 DEC 29 P5:15
 J. Naughton, Jr.
 SYD CROSBY
 CLERK OF CIRCUIT COURT
 FLAGLER COUNTY, FLORIDA

NO. 93/019362
 FILED & RECORDED
 O.R. BOOK 503 PAGE 1-3

1500
This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

RETURN TO:
INTERVEST CONSTRUCTION, INC.
1150 PELICAN BAY DRIVE
DAYTONA BEACH, FL 32119

OFF REC 0680 PAGE 1626

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(1BF-2)

OFF REC 0503 PAGE 0004

This instrument executed this 21st day of December, 1993 is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 461, Page 379, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida (the "Declaration"), as recorded in Official Records Book 277, Page 805; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

Jeanne G. Cook
Jeanne G. Cook
(Name printed or typed)
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119

The foregoing instrument was acknowledged before me this 21st day of December, 1993, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced N/A as identification and has not taken an oath.

OFF REC 0503 PAGE 0005

NOTARY PUBLIC:

Sign: *Jeanne G. Cook*
Print: Jeanne G. Cook
State of Florida At Large
(Seal)
My Commission Expires: 6/18/95
Title/Rank: Notary Public
Commission Number: CC309329



UNOFFICIAL DOCUMENT

EXHIBIT "A"

LEGAL DESCRIPTION

PLANTATION BAY, SECTION 1B-F, UNIT 2

REC 0503 PAGE 0006

A PORTION OF LOTS 3, 4, 9, 10, 11, AND 12, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, FOR A POINT OF REFERENCE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED, BOOK 446, PAGE 128 AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 1 AS RECORDED IN MAP BOOK 27, PAGE 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.49 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 53 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 715.98 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 11 SECONDS EAST, A DISTANCE OF 345.00 FEET; THENCE SOUTH 78 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 285.67 FEET TO THE EAST LINE OF THE AFORESAID SECTION 10; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 583.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.39 ACRES.

93/019363

NO. FILED & RECORDED
O.R. BOOK 573 PAGE 4-6

93 DEC 29 P 5:16

G. Naughton, Jr.

CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA



his instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

OFF REC 0594 PAGE 0259

OFF REC 0680 PAGE 1629

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 461, Page 379, Public Records of Flagler County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 277, Page 805, Public Records of Flagler County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant, under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is Sept 3, 1997.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Rt: Intervest Construction, Inc.
2359 Beville Road
Daytona Beach, FL
32119

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar, President

(Corporate Seal)

PLANMOR, INC., a Florida corporation

By: [Signature]
Morteza Hosseini-Kargar, President

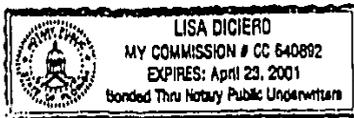
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

OFF REC 0680 PAGE 1630

The foregoing instrument was acknowledged before me this 3rd day of SEPTEMBER, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced PERSONALLY KNOWN as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: [Signature]
Print: LISA DICIERO
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: NOTARY PUBLIC
Commission Number: 4/23/01

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of SEPTEMBER, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., on behalf of the corporation. He is personally known to me or has produced PERSONALLY KNOWN as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: [Signature]
Print: LISA DICIERO
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: NOTARY PUBLIC
Commission Number: 4/23/01

UNOFFICIAL DOCUMENT

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF REFERENCE, RUN SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 378.62 FEET TO THE NORTHWEST LINE OF EAGLE ROCK RANCHES SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 50-51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SOUTH 40 DEGREES 11 MINUTES 55 SECONDS WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 2077.22 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1495.52 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST; A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.96 ACRES

UNOFFICIAL DOCUMENT

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section ID-V, Unit 2)**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

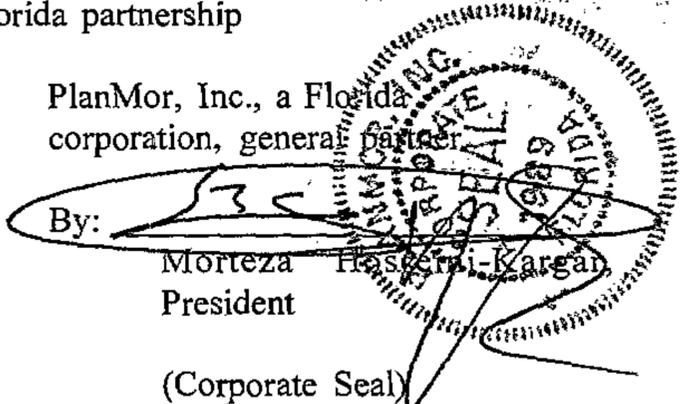
1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned, Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is February 8, 1999, 2000

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Witnesses:
Laraine R. Hawkins
 Laraine R. Hawkins
 (Name Printed or Typed)
Don Paolotti
 Doreen Paolotti
 (Name Printed or Typed)

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner
 By: *[Signature]*
 Morteza Hoshemi-Kargai
 President



(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of February,
~~199~~²⁰⁰⁰, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest
at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to
me or has produced personally known as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: Laraine R. Hawkins
Print: LARAINO R. HAWKIN

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____



EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF LOT 23, PLANTATION BAY SECTION 1D-V, UNIT 1, PER THE PLAT RECORDED IN MAP BOOK 46, PAGES 185 THROUGH 191, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N76°33'42"E, ALONG THE SOUTH LINE OF SAID LOT 23 A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE N55°20'20"E, ALONG THE SOUTHERLY LINE OF TRACT F, 64.77 FEET TO THE SOUTHWEST CORNER OF LOT 24, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE N78°25'40"E, ALONG THE SOUTHERLY LINE OF SAID LOT 24, A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 28°17'18" AND A CHORD BEARING OF N02°34'20"E; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1, A DISTANCE OF 266.61 FEET; THENCE N16°42'59"E, ALONG SAID BOUNDARY, 349.04 FEET; THENCE N73°17'01"W, ALONG SAID BOUNDARY, 180.00 FEET; THENCE N16°42'59"W, ALONG SAID BOUNDARY, 30.00 FEET; THENCE S73°17'01"E, ALONG SAID BOUNDARY, 180.00 FEET; THENCE N16°42'59"E, ALONG SAID BOUNDARY, 375.00 FEET TO THE NORTHEAST CORNER OF LOT 31, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE, DEPART THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1, S73°17'01"E, 373.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 745.00 FEET AND A CENTRAL ANGLE OF 106°42'59"; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, 1387.60 FEET; THENCE N00°00'00"E, 21.98 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 01°17'09" AND A CHORD BEARING OF N00°38'34"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 21.43 FEET; THENCE S86°36'19"E, ALONG A LINE NON-RADIAL TO SAID CURVE, 136.11 FEET; THENCE N89°16'49"E, 330.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT WIDE RIGHT OF WAY, AS NOW ESTABLISHED; THENCE S20°43'11"E, ALONG SAID RIGHT OF WAY LINE, 2220.42 FEET; THENCE, DEPART SAID RIGHT OF WAY LINE, N85°52'11"W, 1355.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 112°04'09" AND A CHORD BEARING OF S34°38'43"W; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, 457.70 FEET; THENCE S56°41'19"W, ALONG A LINE NON-TANGENT TO SAID CURVE, 125.29 FEET; THENCE S52°45'27"W, 57.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 805.00 FEET AND A CENTRAL ANGLE OF 05°33'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 78.01 FEET; THENCE S58°18'35"W, 475.73 FEET; THENCE S03°16'54"E, 628.20 FEET; THENCE S86°43'06"W, 63.69 FEET; THENCE S30°06'39"E, 215.43 FEET; THENCE S37°31'33"W, 50.38 FEET; THENCE S31°10'44"E, 180.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 13°42'27" AND A CHORD BEARING OF S65°52'51"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 156.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 490.24 FEET, A CENTRAL ANGLE OF 34°14'42" AND A CHORD BEARING OF S19°52'54"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 293.01 FEET; THENCE S37°00'00"E, 75.63 FEET; THENCE S53°00'00"W, 180.00 FEET; THENCE S37°00'00"E, 69.10 FEET; THENCE N53°00'00"E, 144.00 FEET; THENCE S37°00'00"E, 440.46 FEET; THENCE S40°11'55"W, 209.20 FEET; THENCE N37°00'00"W, 301.82 FEET; THENCE S53°00'00"W, 144.00 FEET; THENCE N37°00'00"W, 410.00 FEET; THENCE S53°00'00"W, 32.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 28°39'28" AND A CHORD BEARING OF N17°36'38"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 455.16 FEET; THENCE N03°16'54"W, 252.69 FEET; THENCE N86°43'06"E, 180.00 FEET; THENCE N03°16'54"W, 569.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 670.00 FEET AND CENTRAL ANGLE OF 26°41'55"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 312.21 FEET; THENCE S60°01'10"W, ALONG A LINE RADIAL TO SAID CURVE, 179.32 FEET; THENCE N33°00'00"W, 719.14 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 19°33'42"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 116.81 ACRES, MORE OR LESS.

This Instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Inst No:00001189 Date:01/19/2000
SYD CROSBY, FLAGLER County
By: [Signature] D.C. Time:14:47:16
OFF REC 0680 PAGE 1604

Inst No:00008366 Date:04/13/2000
SYD CROSBY, FLAGLER County
By: [Signature] D.C. Time:15:06:42
OFF REC 0690 PAGE 0716

FLAGLER RECORDING AFFIDAVIT

BEFORE ME, the undersigned authority, appeared Morteza Hosseini-Kargar, who, after being duly sworn, deposes and says as follows:

1. Affiant is an officer of Planmor, Inc., a Florida corporation, which is the managing general partner of Intervest at Plantation Bay, a Florida general partnership, and is also an officer of MHK of Volusia County, Inc., a Florida corporation, which is the managing general partner of Prestwick at Plantation Bay, a Florida general partnership. Intervest at Plantation Bay and Prestwick at Plantation Bay have each been designated Successor Declarants of portions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay ("Declaration") recorded in Official Records Book 277, Page 805 of the public records of Flagler County, Florida, as amended from time to time.

2. Affiant, in recognition of the fact that the real property included within the geographic area affected by such Declaration is located in Volusia and Flagler counties, is seeking to ensure that all documents having an effect on the Declaration are recorded in each county.

3. Affiant has caused those documents which have been recorded in either Volusia or Flagler County to be examined and has determined that it is desirable that certain documents be recorded in Flagler County in order to facilitate understanding of the Declaration, as amended.

THIS AFFIDAVIT IS BEING RE-RECORDED IN ORDER TO ATTACH THE DOCUMENTS LISTED IN PARAGRAPH 4 HEREOF. THIS AFFIDAVIT AS ORIGINALLY RECORDED ATTACHED OTHER DOCUMENTS IN ERROR.

4. Affiant is, therefore, causing the following documents to be recorded in the Public Records of Flagler County, Florida:

(a) Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1987, as recorded in Official Record Book 3078, Page 509 of the Public Records of Volusia County, Florida.

(b) Annexation Amendment of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated June 4, 1991, as recorded in Official Record Book 3648, Page 123 of the Public Records of Volusia County, Florida.

(c) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1994, as recorded in Official Record Book 3960, Page 154 of the Public Records of Volusia County, Florida.

(d) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 17, 1996, as recorded in Official Record Book 4103, Page 733 of the Public Records of Volusia County, Florida.

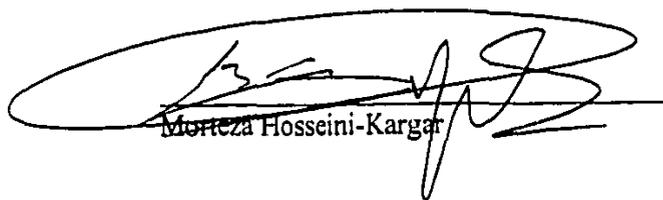
(e) Designation of Successor Declarant Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 16, 1996, as recorded in Official Record Book 4101, Page 3080 of the Public Records of Volusia County, Florida.

(f) Designation of Successor Declarant and Assignment of Declarant's Rights, Privileges and Powers under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 30, 1998, as recorded in Official Record Book 4341, Page 4653 of the Public Records of Volusia County, Florida.

(g) Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 20, 1998, as recorded in Official Records Book 4341, Page 4656 of the Public Records of Volusia County, Florida.

5. Further affiant sayeth naught.

UNOFFICIAL DOCUMENT


Morteza Hosseini-Kargar

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to and subscribed before me this 5th day of January, 2000, by Morteza Hesseini-Kargar, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: Doreen Paolletti
State of Florida At Large
(Seal)

My Commission Expires: 03-04-03

Title/Rank: _____
Commission Number: CC 814515

UNOFFICIAL DOCUMENT

Book: 4513
Page: 666

D

135-2171

30780509

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

VERSIDE TITLE COMPANY
100 S. MALIFAX AVE.
DAYTONA BEACH, FL 32018

OFF REC 0690 PAGE 0719

ANNEXATION OF ADDITIONAL PROPERTY
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida corporation (the "Declarant" is the owner of the real property described in Exhibit "A" attach hereto (the "Annexed Property"); and

WHEREAS, the Declaration of Covenants, Conditions & Restrictions for Plantation Bay (the "Declaration") was recorded Official Records Book 277 Page 805 Public Records of Flagler County Florida and in Official Records Book 3005 Page 0074 Public Records Volusia County, Florida; and

WHEREAS Declarant desires to provide a flexible and reasonable procedure for the overall development of the Annexed Property and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Annexed Property as is now or may hereafter be subject to the Declaration; and

WHEREAS, Section 8.01 of the Declaration provides that the Declarant shall have the unilateral right to impose the Declaration upon the Annexed Property by filing in the Public Records of Volusia and Flagler County an instrument annexing such properties; and

WHEREAS, Declarant intends by this instrument to impose the Declaration upon the Annexed Property for the benefit of all owners of the Annexed Property and any property subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the described in Exhibit "A" shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 24 day of August, 1987.

ECOCEN CORP., a Florida corporation

By: Francis Lazare
Francis Lazare, President

165998
Attest: David G. Hershack, Secretary
RECORDED FOR RECORD
RECORDED VERIFIED
AUG 29 1987
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

[CORPORATE SEAL]

OFF REC 0690 PAGE 0720

30780510

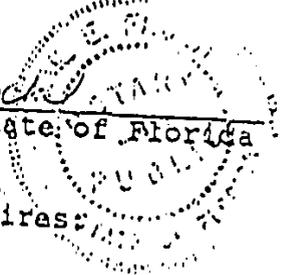
BOOK PAGE
VOLUSIA COUNTY
FLORIDA

BOOK: 4513
PAGE: 667

STATE OF FLORIDA
COUNTY OF *Polk*

The foregoing instrument was acknowledged before me this 24
day of August, 1987 by Francois Lazare and David Galshack
President and Secretary, respectively, of Ecocen Corp., a Florida
corporation.

Jul C. Glock
Notary Public, State of Florida
At Large



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

UNOFFICIAL DOCUMENT

Lago Grande
DESCRIPTION

30780511

Book: 4513
Page: 668

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 WEST, PAGE
VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF PLANTATION BAY, PHASE I-A, RECORDED IN MAP BOOK 27, VOLUSIA COUNTY
PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS
THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30
SECONDS WEST, BEING THE BEARING BASIS OF THIS DESCRIPTION ALONG
THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, AND THE WEST LINE
OF SAID SECTION 11, A DISTANCE OF 124.55 FEET; THENCE DEPARTING
SAID LINE, RUN SOUTH 68 DEGREES 03 MINUTES 29 SECONDS EAST, A
DISTANCE OF 46.26 FEET TO THE POINT OF CURVATURE OF A CURVE,
CONCAVE SOUTHWEST; HAVING A RADIUS OF 336.44 FEET AND A CENTRAL
ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN SOUTHERLY
ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.74 FEET TO THE
POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS
OF 430.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27
SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A
DISTANCE OF 244.59 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17
SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES
36 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE
SOUTH 43 DEGREES 31 MINUTES 00 SECONDS EAST A DISTANCE OF 794.46
FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 08 SECONDS WEST, A
DISTANCE OF 173.97 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 52
SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 41 DEGREES
54 MINUTES 33 SECONDS EAST, A DISTANCE OF 348.92 FEET; THENCE
SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, A DISTANCE OF 192.57
FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 03 SECONDS WEST, A
DISTANCE OF 310.14 FEET; THENCE NORTH 57 DEGREES 47 MINUTES 53
SECONDS WEST, A DISTANCE OF 255.20 FEET; THENCE NORTH 32 DEGREES
46 MINUTES 56 SECONDS WEST, A DISTANCE OF 402.09 FEET; THENCE
SOUTH 59 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 371.03
FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 03 SECONDS WEST, A
DISTANCE OF 34.05 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55
SECONDS WEST, A DISTANCE OF 21.18 FEET TO THE POINT OF CURVATURE
OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1200.00 FEET
AND A CENTRAL ANGLE OF 30 DEGREES 13 MINUTES 12 SECONDS; THENCE
RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 690.02
FEET, THENCE NORTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A
DISTANCE OF 991.39 FEET TO THE POINT OF CURVATURE OF A CURVE,
CONCAVE SOUTHWEST, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL
ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN NORTHERLY
ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.46 FEET TO THE
POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS
OF 276.44 FEET AND A CENTRAL ANGLE OF 03 DEGREES 43 MINUTES 49
SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A
DISTANCE OF 27.65 FEET TO THE POINT OF CURVATURE OF A CURVE,
CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL
ANGLE OF 90 DEGREES 12 MINUTES 02 SECONDS; THENCE RUN WESTERLY
ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.36 FEET TO THE POINT
REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS
OF 101.20 FEET AND A CENTRAL ANGLE OF 36 DEGREES 03 MINUTES 50
SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A
DISTANCE OF 63.70 FEET TO THE POINT OF REVERSE CURVATURE OF A
CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 27.76 FEET AND A
CENTRAL ANGLE OF 57 DEGREES 22 MINUTES 33 SECONDS; THENCE RUN
SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.00 FEET;
THENCE SOUTH 30 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE
22.01 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02
DEGREES 00 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE A
DISTANCE OF 84.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.55 ACRES.

EXHIBIT A

075293

1991 JUN 19 AM 10:49

OFF REC 0690 PAGE 0722

ANNEXATION AMENDMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA

THIS INSTRUMENT executed this 4 day of JUNE, 1991, is executed by ECOGEN CORP., a Florida corporation, ("Declarant") and is delivered for filing to the Clerk of the Circuit Court of Volusia County, Florida.

BACKGROUND OF INSTRUMENT

1. The status of Declarant is set forth in the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, (the "Declaration") which Declaration is recorded in Official Records Book 3005 at Page 74 of the Public Records of Volusia County, Florida, as the same has been subsequently amended.
2. Pursuant to the terms of the Declaration, (viz. Section 8.1), the Declarant holds authority to annex additional real property to be subject to the terms of the Declaration.
3. The purpose of this instrument is to annex within the terms of the Declaration the real property described on Composite Exhibit "A" attached hereto.

DECLARATION OF ANNEXATION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, and in accordance with the authority described in the Background of this instrument, Declarant hereby states as follows:

4. Declarant hereby includes the real property described in Composite Exhibit "A" attached to this instrument to be subject to all of the terms and conditions of the Declaration as if the real property were originally set forth therein; and declares that the real property shall be held, sold, transferred, conveyed, subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration and that the same shall constitute covenants running with the land.

5. Except as set forth above, Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the corporation as set its hand and seal on the day and year first above written.

WITNESSES:

Cheryl A. Irwin
Steph L. Irwin
 (as to Irwin)
David Galshack
David Galshack
 (as to Galshack)

ECOCEN CORP., a Florida corporation

By: Stephen Irwin
Stephen Irwin, Vice-President

Attest: David Galshack
David Galshack, Secretary

(Corporate Seal)



15.00
BOOK PAGE 3648 0123 VOLUSIA CO., FL

BOOK: 4513
PAGE: 669

UNIT 2

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF LOT 24, PLANTATION BAY, SECTION 10-V, UNIT 1, RECORDED IN PLAT BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, ON A SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID LOT 24, THE BEARING BASE OF THIS DESCRIPTION, A DISTANCE OF 484.83 FEET; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 734.48 FEET; THENCE NORTH 38 DEGREES 25 MINUTES 49 SECONDS WEST, A DISTANCE OF 414.93 FEET; THENCE NORTH 76 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 29.67 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 717.11 FEET; TO THE BOUNDARY OF SAID PLANTATION BAY, SECTION 10-V, UNIT 1; THENCE ALONG SAID BOUNDARY, RUN NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 34.05 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 32 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 57 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 255.20 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 310.14 FEET; TO THE POINT OF BEGINNING.

CONTAINING 14.83 ACRES.

UNIT 3

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 36, PLANTATION BAY, SECTION 10-V, UNIT 1, AS RECORDED IN MAP BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION BAY DRIVE, SAID RIGHT OF WAY HAVING A REFERENCE BEARING OF NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST; THENCE RUN SOUTH 30 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 717.11 FEET; THENCE SOUTH 76 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.67 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 632.02 FEET TO A POINT ON THE WEST LINE OF SECTION 11 AFORESAID; THENCE ALONG SAID WEST LINE RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 373.31 FEET; THENCE DEPARTING SAID LINE NORTH 41 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 297.30 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 111.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.30 ACRES

EXHIBIT
"A"

075293

Book: 4513
Page: 671

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary Public, personally appeared, STEPHEN IRWIN, as Vice-President of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 4th day of June, 1991.

LARRY JANCHEL
Notary Public, State of New York
No. 31-481288
Qualified in New York County
Commission Expires June 30, 1992

Larry Janchel
NOTARY PUBLIC, State of New York
My Commission Expires:

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, DAVID GALSHACK, as Secretary of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 10th day of June, 1991.

David Galshack
NOTARY PUBLIC, State of New York
My Commission Expires:

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UND.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
Post Office Box 5488
Daytona Beach, Florida 32118

UNOFFICIAL DOCUMENT

BOOK: 4513
PAGE: 672

This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

100 Plantation Bay Dr
Daytona Beach, Fla 32119

10/26/1994 15:57
Instrument # 94161320
Book: 3960
Page: 154

JEL

OFF REC 0690 PAGE 0725

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Phase IC-V)

This instrument executed this 24 day of August, 1994, is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 3723, Page 1651, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida (the "Declaration"), as recorded in Official Records Book 3005, Page 74; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar,
President

Ellen S. Kushner
Ellen S. Kushner
(Name printed or typed)
As to Morteza Hosseini-Kargar

Address: 100 Plantation Bay Drive
Ormond Beach, FL 32174

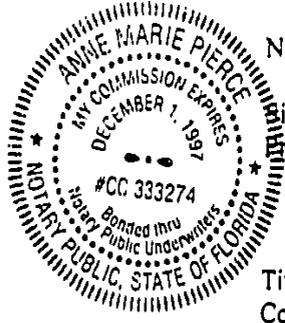
1994

STATE OF FLORIDA
COUNTY OF Volusia

OFF REC 0690 PAGE 0726

Book: 4513
Page: 673

The foregoing instrument was acknowledged before me this 25th day of August, 1994, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced personally known as identification and has not taken an oath.



NOTARY PUBLIC:

Signature: Anne Marie Pierce
Print: Anne Marie Pierce

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: CC333274

UNOFFICIAL DOCUMENT

BOOK: 4513
PAGE: 674

EXHIBIT A

OFF REC 0690 PAGE 0727

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT OS-23, PLANTATION BAY, SECTION 1B-V, UNIT 2, AS RECORDED IN MAP BOOK 43, PAGES 183-184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION 1B-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTH WEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 790.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 301.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 616.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.89 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1B-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.75 ACRES MORE OR LESS.

UNOFFICIAL

Book: 4513
Page: 675

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section IC-V, Unit 2)

This instrument executed this 17 day of April, 1996, is executed by PlanMor, Inc., a Florida corporation ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PlanMor, Inc. has, by instruments recorded in Official Records Book 3826, Page 2328, and on even date herewith, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Interest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, PlanMor, Inc. hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, PlanMor, Inc. has caused these presents to be executed under seal by its managing partner.

Witnesses:

Nancy Baccuzzi
NANCY BACCUZZI
(Name Printed or Typed)
Morteza Hosseini-Kargar
Morteza S. Hosseini-Kargar
(Name Printed or Typed)

PLANMOR, INC., a Florida corporation

By: [Signature]
Morteza Hosseini-Kargar
President
Address: 1150 Pelican Bny Drive
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of April, 1996, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced PERSONALLY KNOWN as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Teresa J. Thornton
State of Florida At Large
(Seal)
My Commission Expires: 2/19/97
Title/Rank: _____
Commission Number: CC260722



BOOK: 4513
Page: 676

UNOFFICIAL DOCUMENT

NOT AVAILABLE COPY

BOOK: 4103
Page: 735
Diane M. Matousek
Volusia County, Clerk of Court

OFF REC 0690 PAGE 0730

EXHIBIT "A"

LEGAL DESCRIPTION

BOOK: 4513
Page: 677

PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 14, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 58°31'55" E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 14, UNIT 1, AND SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 20 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO A POINT OF BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100 FEET, A CENTRAL ANGLE OF 23°35'11", AND A CHORD BEARING S 46°44'19" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.89 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 14, UNIT 1 AND SAID PLANTATION BAY DRIVE, N 82°05'02" E, A DISTANCE OF 107.24 FEET; THENCE N 40°49'14" E, A DISTANCE OF 760.87 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.9, SECTION 79002-2402; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95, S 20°43'11" E, A DISTANCE OF 963.59 FEET; THENCE DEPARTING SAID WESTERLY LINE OF INTERSTATE 95, S 20°47' W, A DISTANCE OF 649.04 FEET; THENCE N 73°51'18" W, A DISTANCE OF 409.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 102°44' AND A CHORD BEARING OF N 82°52'10" W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET; THENCE S 88°06'58" W, A DISTANCE OF 196.69 FEET; THENCE N 30°16'42" W, A DISTANCE OF 134.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 120° AND A CHORD BEARING OF N 11°11'58" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.20 FEET TO A POINT ON THE EASTERLY LINE OF THE AFOREMENTIONED PLANTATION BAY DRIVE, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 62°57'44" AND A CHORD BEARING OF N 21°11'46" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 554.94 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PLANTATION BAY DRIVE, N 10°47'06" W, A DISTANCE OF 132.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 102°38' AND A CHORD BEARING OF N 22°36'55" W; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 217.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 29.55 ACRES MORE OR LESS

UNOFFICIAL COPY

BOOK: 4513
PAGE: 678

05/03/1996 08:11
Instrument # 96076425
Book: 4101
Page: 3080

This instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

OFF REC 0690 PAGE 0731

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is April 15, 1996.

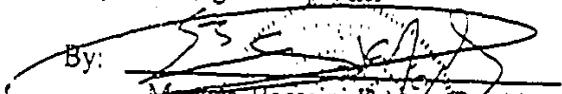
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

MAY - 9 1996

ICF
INTERVEST CONSTRUCTION INC.

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: 
Montaza Hosseini-Karbat, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

OFF REC 0690 PAGE 0732

Book: 4513
Page: 679

The foregoing instrument was acknowledged before me this 15th day of April, 1996, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced personally known as identification and has not taken an oath.

NOTARY PUBLIC:

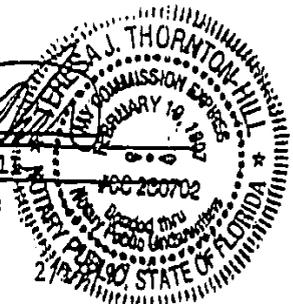
Sign: *Teresa J. Thornton-Hill*
Print: Teresa J. Thornton-Hill

State of Florida At Large
(Seal)

My Commission Expires: 2/27/99

Title/Rank: _____

Commission Number: CC260702



UNOFFICIAL DOCUMENT

EXHIBIT "A"
LEGAL DESCRIPTION

OFF REC 0690 PAGE 0733

Book: 4513
Page: 680

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 1C-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY, RUN S58°31'55"E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1C-V, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, AND A CENTRAL ANGLE OF 48°14'49"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID PLAT LINE AND SAID RIGHT-OF-WAY LINE A DISTANCE OF 425.24 FEET; THENCE, CONTINUING ALONG SAID LINE, S10°17'06"E A DISTANCE OF 132.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 62°57'44"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID LINE A DISTANCE OF 554.94 FEET TO THE POINT OF CUSP OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20" AND A CHORD BEARING OF S11°11'58"W; THENCE, DEPARTING SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1C-V, UNIT 1 AND SAID EASTERLY LINE OF PLANTATION BAY DRIVE, SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.20 FEET; THENCE S30°16'42"E A DISTANCE OF 134.53 FEET; THENCE N88°06'58"E A DISTANCE OF 49.08 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, RUN N40°11'55"E A DISTANCE OF 1248.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE ROAD NO.9 - SECTION 79002-2402; THENCE SOUTHERLY ALONG SAID LINE S20°43'11"E A DISTANCE OF 1317.25 FEET; THENCE, DEPARTING SAID LINE, N76°02'47"W A DISTANCE OF 849.04 FEET; THENCE N73°51'18"W A DISTANCE OF 409.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.27 FEET; THENCE S88°06'58"W A DISTANCE OF 147.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.904 ACRES OF LAND, MORE OR LESS.

UNOFFICIAL DOCUMENT

RECEIVED

MAY - 9 1996

ICI
INTERVEST CONSTRUCTION, INC

076425

This Instrument Prepared by:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

BOOK: 4513
Page: 681

DESIGNATION OF SUCCESSOR DECLARANT AND ASSIGNMENT OF DECLARANT'S RIGHTS, PRIVILEGES AND POWERS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY (Section 1D-V, Unit 1)

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof is vested in Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property, and

WHEREAS, IPB and Prestwick agree that Prestwick, an affiliate of IPB, should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all of the "Properties" as such term is defined in the Declaration except for the Exhibit A Property and that property to which PlanMor, Inc., a Florida corporation has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned declares and states as follows:

1. As to the Exhibit A Property, IPB designates Prestwick as the Successor Declarant, and assigns to Prestwick, as to said Exhibit A Property, all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is August 20, 1998.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.



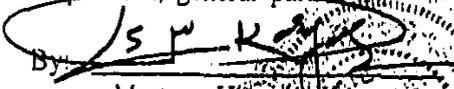
Douglas R. Ross, Jr.



Debra Pacilitt

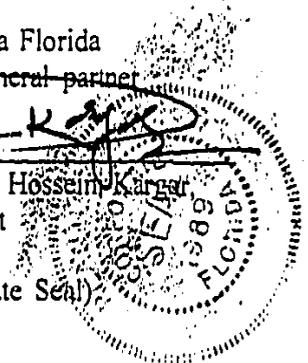
INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner



Morteza Hossein Kargar
President

(Corporate Seal)



BOOK: 4513
PAGE: 682

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

[Signature]

By: MHK of Volusia County, Inc., a
Florida corporation, general partner

[Signature]

By: [Signature]

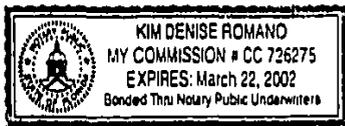
Morteza Hosseini-Kargar,
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

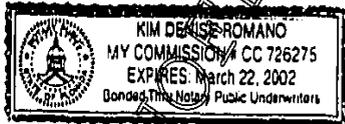
Commission Number: _____

DUPLICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of Intervest at Plantation Bay, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

DUPLICATE

LEGAL DESCRIPTION:

OFF REC 0690 PAGE 0736

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 175.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 251.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

UNOFFICIAL COPY

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

Book: 4513
Page: 684

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 1)

This instrument executed this 20 day of August, 1998, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick at Plantation Bay has, by instrument recorded on even date herewith in the public records of Volusia County, Florida, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex, subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Successor Declarant hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

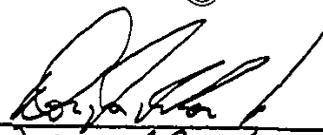
Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

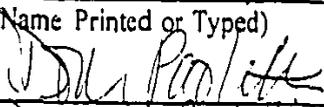
IN WITNESS WHEREOF, Prestwick at Plantation Bay has caused these presents to be executed under seal by its duly authorized general partner.

Witnesses:

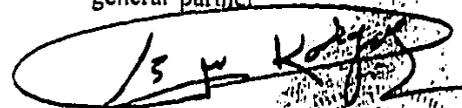
PRESTWICK AT PLANTATION
BAY, a Florida general partnership

By: MHK of Volusia County, Inc.,
a Florida corporation, as
general partner

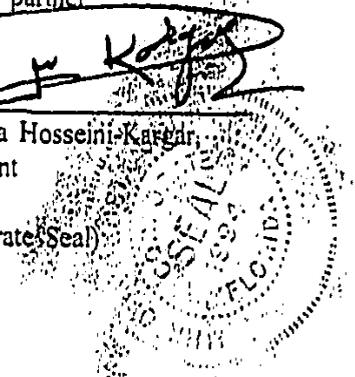


DOUGLAS R. ROSS JR.
(Name Printed or Typed)


DOREEN PAOLITTI
(Name Printed or Typed)



Morteza Hosseini-Kargar
President
(Corporate Seal)

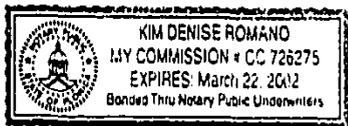


STATE OF FLORIDA
COUNTY OF VOLUSIA

BOOK: 4513
PAGE: 685

The foregoing instrument was acknowledged before me this 17th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of Prestwick at Plantation Bay, a Florida general partnership on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

UNOFFICIAL DOCUMENT

Book: 4513
Page: 686
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

Book: 4341
Page: 4658
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

OFF REC 0690 PAGE 0739

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.98 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

UNOFFICIAL COPY

①

02/09/2000 15:39
Instrument # 2000-022510
Book: 4520
Page: 2140

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 2)**

This instrument executed this 8th day of February, 2000, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant as to the Property described on Exhibit "A", attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc. (the "Association"), the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, provided however that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges, and immunities set forth in the Declaration, owners of each residential lot platted within the real property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and

conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its managing partner.

Witnesses:

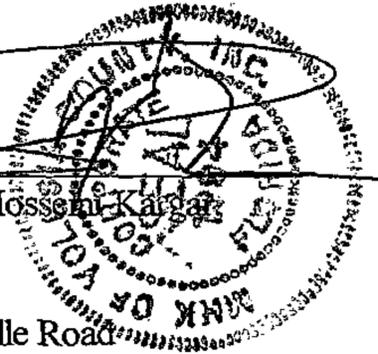
PRESTWICK AT PLANTATION
BAY, a Florida general partnership

By: MHK of Volusia County, Inc.,
a Florida corporation, as general
partner

Laraine R. Hawkins
LARAIN R. HAWKINS
(Name Printed or Typed)

Doreen Paoletti
Doreen Paoletti
(Name Printed or Typed)

By: SSS
Morteza Hosseini-Kargar
President
Address: 2359 Beville Road
Daytona Beach, FL 32119



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of February, 2000, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of PRESTWICK AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced PERSONALLY KNOWN as identification.

NOTARY PUBLIC:



Sign: Laraine R. Hawkins
Print: LARAIN R. HAWKINS
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: _____
Commission Number: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF LOT 23, PLANTATION BAY SECTION 1D-V, UNIT 1, PER THE PLAT RECORDED IN MAP BOOK 46, PAGES 185 THROUGH 191, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N76°33'42"E, ALONG THE SOUTH LINE OF SAID LOT 23 A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE N55°20'20"E, ALONG THE SOUTHERLY LINE OF TRACT F, 64.77 FEET TO THE SOUTHWEST CORNER OF LOT 24, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE N78°25'40"E, ALONG THE SOUTHERLY LINE OF SAID LOT 24, A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 28°17'18" AND A CHORD BEARING OF N02°34'20"E; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1, A DISTANCE OF 266.61 FEET; THENCE N16°42'59"E, ALONG SAID BOUNDARY, 349.04 FEET; THENCE N73°17'01"W, ALONG SAID BOUNDARY, 180.00 FEET; THENCE N16°42'59"W, ALONG SAID BOUNDARY, 30.00 FEET; THENCE S73°17'01"E, ALONG SAID BOUNDARY, 180.00 FEET; THENCE N18°42'59"E, ALONG SAID BOUNDARY, 375.00 FEET TO THE NORTHEAST CORNER OF LOT 31, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE, DEPART THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1, S73°17'01"E, 373.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 745.00 FEET AND A CENTRAL ANGLE OF 106°42'59"; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, 1387.60 FEET; THENCE N00°00'00"E, 21.98 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 01°17'09" AND A CHORD BEARING OF N00°38'34"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 21.43 FEET; THENCE S86°36'19"E, ALONG A LINE NON-RADIAL TO SAID CURVE, 136.11 FEET; THENCE N89°16'49"E, 330.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT WIDE RIGHT OF WAY, AS NOW ESTABLISHED; THENCE S20°43'11"E, ALONG SAID RIGHT OF WAY LINE, 2220.42 FEET; THENCE, DEPART SAID RIGHT OF WAY LINE, N85°52'11"W, 1355.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 112°04'09" AND A CHORD BEARING OF S34°38'43"W; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, 457.70 FEET; THENCE S56°41'19"W, ALONG A LINE NON-TANGENT TO SAID CURVE, 125.29 FEET; THENCE S52°45'27"W, 57.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 805.00 FEET AND A CENTRAL ANGLE OF 05°33'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 78.01 FEET; THENCE S58°18'35"W, 475.73 FEET; THENCE S03°16'54"E, 628.20 FEET; THENCE S86°43'06"W, 63.69 FEET; THENCE S30°06'39"E, 215.43 FEET; THENCE S37°31'33"W, 50.38 FEET; THENCE S31°10'44"E, 180.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 13°42'27" AND A CHORD BEARING OF S65°52'51"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 156.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 490.24 FEET, A CENTRAL ANGLE OF 34°14'42" AND A CHORD BEARING OF S19°52'54"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 293.01 FEET; THENCE S37°00'00"E, 75.63 FEET; THENCE S53°00'00"W, 180.00 FEET; THENCE S37°00'00"E, 69.10 FEET; THENCE N53°00'00"E, 144.00 FEET; THENCE S37°00'00"E, 440.46 FEET; THENCE S40°11'55"W, 209.20 FEET; THENCE N37°00'00"W, 301.82 FEET; THENCE S53°00'00"W, 144.00 FEET; THENCE N37°00'00"W, 410.00 FEET; THENCE S53°00'00"W, 32.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 28°39'28" AND A CHORD BEARING OF N17°36'38"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 455.16 FEET; THENCE N03°16'54"W, 252.69 FEET; THENCE N86°43'06"E, 180.00 FEET; THENCE N03°16'54"W, 569.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 670.00 FEET AND CENTRAL ANGLE OF 26°41'55"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 312.21 FEET; THENCE S60°01'10"W, ALONG A LINE RADIAL TO SAID CURVE, 179.32 FEET; THENCE N33°00'00"W, 719.14 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 19°33'42"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 116.81 ACRES, MORE OR LESS.

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Inst No: 00024538 Date: 10/12/2000
SYD CROSBY, FLAGLER County
By: V. [Signature] D.C. Time: 16:29:48

OFF REC 0712 PAGE 0136

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section IE-F)**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 461, Page 379, Public Records of Flagler County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 277, Page 805, Public Records of Flagler County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned declare and state as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is August 22, 2000.

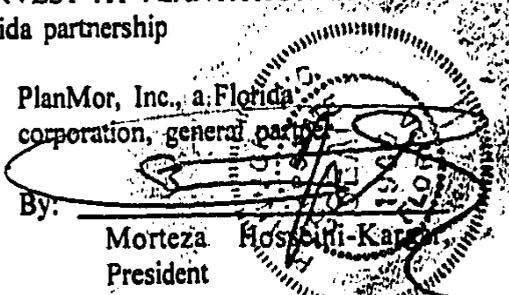
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Witnesses:
Nicole Keeley
NICOLE KEELEY
(Name Printed or Typed)

Loraine R. Hawkins
LORAIN R. HAWKINS
(Name Printed or Typed)

INTERVEST AT PLANTATION BAY
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner
By: Morteza Hosseini-Kar
President



(Corporate Seal)

Witnesses:

Nicole Keeley
NICOLE KEELEY
(Name Printed or Typed)

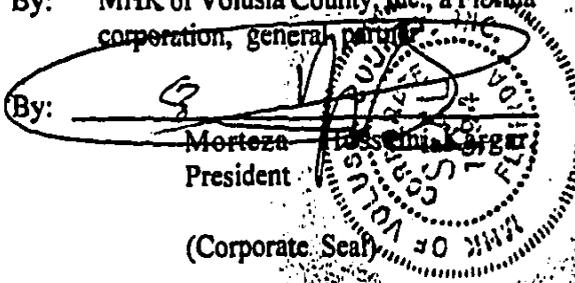
Laraine R. Hawkins
LARAIN R. HAWKINS
(Name Printed or Typed)

PRESTWICK AT PLANTATION BAY
a Florida general partnership

By: MHK of Volusia County, Inc., a Florida corporation, general partner

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

(Corporate Seal)



BOOK: 4591
PAGE: 517

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2000, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Interestvest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:



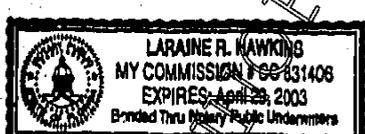
Sign: Laraine R. Hawkins
Print: LARAIN R. HAWKINS
State of Florida At Large
(Seal)

My Commission Expires:
Title/Rank: 4-29-03
Commission Number: CC 831406

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2000, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of Prestwick at Plantation Bay, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: Laraine R. Hawkins
Print: LARAIN R. HAWKINS
State of Florida At Large
(Seal)

My Commission Expires:
Title/Rank: 4-29-03
Commission Number: CC 831406

BOOK: 45921
PAGE: 518
Diane H. Matousek
Volusia County, Clerk of Court

DESCRIPTION:

A PORTION OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF ALDENHAM LANE, AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°02'59"E, 141.88 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE DEPARTING FROM THE EAST LINE OF SAID SECTION 22 S42°45'59"W, 1608.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY 1), A 160.00 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N49°47'56"W, 100.10 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE N42°45'59"E, 1714.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3.81 ACRES MORE OR LESS.

UNOFFICIAL DOCUMENT

2
This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Inst No: 00024539 Date: 10/12/2000
SYD CRISBY, FLAGLER County
By: *[Signature]* D.C. Time: 16:29:48
OFF REC 0712 PAGE 0139

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(Section IE-F)**

This instrument executed this 5th day of August, 2000, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant as to the Property described on Exhibit "A", attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida, recorded in Official Records Book 277, Page 805, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc. (the "Association"), the property described on Exhibit "A" attached hereto; and

WHEREAS, Successor Declarant desires to retain the right to provide access over the property described on Exhibit "A" to adjacent property which is not part of Plantation Bay;

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, provided however that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant as hereinabove set forth.

Notice is hereby given that conservation easements in favor of the Saint Johns River Water Management District (SJRWMD) are recorded in Official Records Book 0700, Page 1098 of the Public Records of Volusia County, Florida. The purpose of these conservation easements is to

preserve and protect the environmental value of the property and no dumping, land clearing, or other disturbance to native soils or vegetation is permitted within the conservation easements.

Successor Declarant hereby reserves the right to allow ingress and egress over portions of the property described on Exhibit "A" to property adjacent to the property described on Exhibit "A" which is not currently part of Plantation Bay. Successor Declarant may grant ingress/egress rights to such adjacent property regardless of whether or not such adjacent property is annexed into Plantation Bay.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its managing partner.

Witnesses:

PRESTWICK AT PLANTATION BAY, a Florida general partnership

By: MHK of Volusia County, Inc., a Florida corporation, as general partner

Laraine R. Hawkins
LARAINE R. HAWKINS
(Name Printed or Typed)

Nicole Keeley
NICOLE KEELEY
(Name Printed or Typed)

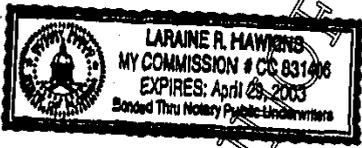
By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President
Address: 2359 Beville Road
Daytona Beach, FL 32119

DOCUMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2000, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of PRESTWICK AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Laraine R. Hawkins
Print: LARAINE R. HAWKINS

State of Florida At Large
(Seal)

My Commission Expires: 4-29-03

Title/Rank: _____
Commission Number: 00831406

DESCRIPTION:

OFF REC 0712 PAGE 0141

A PORTION OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF ALDENHAM LANE, AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°02'59"E, 141.88 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE DEPARTING FROM THE EAST LINE OF SAID SECTION 22 S42°45'59"W, 1608.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY 1), A 160.00 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N49°47'56"W, 100.10 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE N42°45'59"E, 1714.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3.81 ACRES MORE OR LESS.

UNOFFICIAL DOCUMENT

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section IE-V, Unit 1)**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

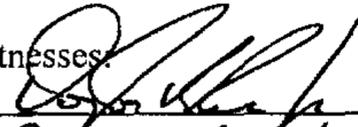
1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

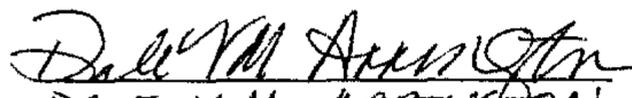
3. The effective date of this designation is April 10, 2000.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Witnesses:



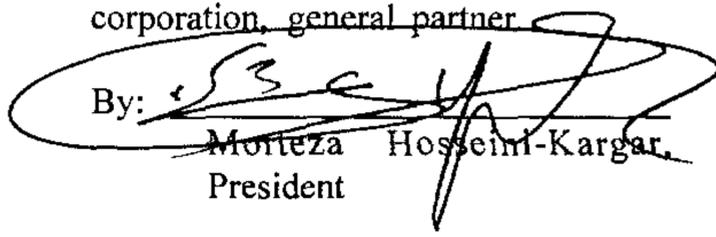
Doris M. Ross, Jr.
(Name Printed or Typed)



DALE V.M. ARRINGTON
(Name Printed or Typed)

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: 

Morteza Hosseini-Kargar,
President

(Corporate Seal)

Witnesses: [Signature]
DAVID M. ARMSTRONG
(Name Printed or Typed)

DAVID M. ARMSTRONG
DAVE VM ARMSTRONG
(Name Printed or Typed)

PRESTWICK AT PLANTATION BAY,
a Florida partnership

By: MHK of Volusia County, Inc., a Florida
corporation, general partner

By: * [Signature]
Morteza Hosseini-Kargar,
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of April,
2000, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest
at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to
me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:

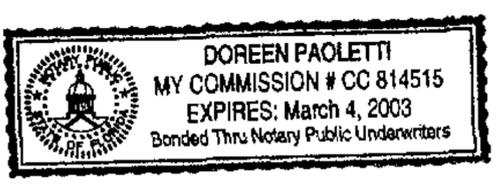


Sign: [Signature]
Print: Doreen Paoletti
State of Florida At Large
(Seal)
My Commission Expires: 03/04/03
Title/Rank: _____
Commission Number: CC 814515

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of April,
2000, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner
of Prestwick at Plantation Bay, a Florida partnership, on behalf of the partnership. He is
personally known to me or has produced _____ as identification and has
not taken an oath.

NOTARY PUBLIC:



Sign: [Signature]
Print: Doreen Paoletti
State of Florida At Large
(Seal)
My Commission Expires: 03/04/03
Title/Rank: _____
Commission Number: CC 814515

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF HAMPSTEAD LANE, A 60.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N40°11'55"E, ALONG THE SOUTHERLY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2, A DISTANCE OF 61.53 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY S37°00'00"E, 6.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 294.84 FEET AND A CENTRAL ANGLE OF 37°03'46"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 190.72 FEET; THENCE S00°03'46"W, 461.64 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 33°28'20"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 332.99 FEET; THENCE S33°24'34"E, 189.00 FEET; THENCE S56°35'26"W, 175.00 FEET; THENCE S33°24'34"E, 301.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 28°53'15"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 178.99 FEET; THENCE S40°13'48"W, 1473.04 FEET; THENCE N49°47'59"W, 780.85 FEET; THENCE S42°45'59"W, 614.05 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE N02°02'59"W, ALONG SAID WEST LINE, 141.88 FEET; THENCE N42°45'59"E, 508.92 FEET; THENCE N49°47'59"W, 430.46 FEET; THENCE N40°11'55"E, 2439.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.86 ACRES, MORE OR LESS.

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA**
(Section IE-V, Unit 1)

This instrument executed this 24th day of April, 2000, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant as to the Property described on Exhibit "A", attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc. (the "Association"), the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, provided however that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant as hereinabove set forth.

Notice is hereby given that conservation easements in favor of the Saint Johns River Water Management District (SJRWMD) and Volusia County are located to the rear of Lots 1 through 9 and Lots 98 through 115, per the plat for Plantation Bay, Section IE-V, Unit 1, recorded in Map Book 47, Page 149 of the Public Records of Volusia County, Florida. The purpose of these conservation easements is to preserve and protect the environmental value of the property and no dumping, land clearing, or other disturbance to native soils or vegetation is permitted within the conservation easements.

In addition to those terms, conditions, obligations, covenants, rights, privileges, and immunities set forth in the Declaration, notice is hereby given that a tree permitting fee in the

amount of \$84.65 for each residential lot platted on Exhibit "A" must be paid to Volusia County by the purchaser of such lot concurrent with the submittal of a building permit application and that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a certificate of occupancy. Owners of each residential lot platted within the real property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its managing partner.

Witnesses:

PRESTWICK AT PLANTATION BAY, a Florida general partnership

By: MHK of Volusia County, Inc., a Florida corporation, as general partner

Rowena C. Hemingway
ROWENA C. HEMINGWAY
(Name Printed or Typed)

By: [Signature]
Morteza Hosseini-Kargar,
President

Laraine R. Hawkins
LARAIN R. HAWKINS
(Name Printed or Typed)

Address: 2359 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of PRESTWICK AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: LARAIN R. HAWKINS

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____



EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF HAMPSTEAD LANE, A 60.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N40°11'55"E, ALONG THE SOUTHERLY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2, A DISTANCE OF 61.53 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY S37°00'00"E, 6.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 294.84 FEET AND A CENTRAL ANGLE OF 37°03'46"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 190.72 FEET; THENCE S00°03'46"W, 461.64 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 33°28'20"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 332.99 FEET; THENCE S33°24'34"E, 189.00 FEET; THENCE S56°35'26"W, 175.00 FEET; THENCE S33°24'34"E, 301.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 28°53'15"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 178.99 FEET; THENCE S40°13'48"W, 1473.04 FEET; THENCE N49°47'59"W, 780.85 FEET; THENCE S42°45'59"W, 614.05 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE N02°02'59"W, ALONG SAID WEST LINE, 141.88 FEET; THENCE N42°45'59"E, 508.92 FEET; THENCE N49°47'59"W, 430.46 FEET; THENCE N40°11'55"E, 2439.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.86 ACRES, MORE OR LESS.

Prepared by and Return to:

Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
200 W. Forsyth Street, Suite 1400
Jacksonville, FL 32202

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY is made effective November 13, 2002 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership ("IPB"), **PLANMOR, INC.**, a Florida corporation ("PlanMor") and **PRESTWICK AT PLANTATION BAY**, a Florida general partnership ("Prestwick").

RECITALS:

A. IPB, PlanMor and Prestwick have been designated Successor Declarants under the terms of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, as subsequently amended (together, the "Declaration").

B. As of the date hereof, the Declarant has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc., a Florida non-profit corporation (the "Association").

C. The Declarant intends to hereby amend the Declaration as more particularly described hereafter, and has the right to so amend the Declaration without the consent or joinder of any other party pursuant to Section 13.02 of the Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The Declarant confirms that the above-stated recitals are true and correct.
2. A new Section 9.07 is hereby added to the Declaration as follows:

§ 9.07 Transfer Fees. In connection with any request by an Owner or a prospective purchaser of a Residential Unit for a confirmation of assessments owed to the Association or to process a change of ownership on the books and records of the Association, as a condition to providing such service, the Association shall have the right to charge a reasonable fee to the party making the request in an amount to be determined by the Board of Directors.

3. Section 10.08 of the Declaration is hereby amended in its entirety as follows:

Section 10.08 **Capitalization of the Association**. Upon acquisition of record title to a Residential Unit from Declarant, each Owner shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual General Assessment for that Residential Unit, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Unit and shall be disbursed to the Association.

4. Except as specifically amended hereby, all terms and provisions of the Declaration as amended prior to the date hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Eighth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay to be executed as of the date and year first above written.

Carol A. Lewis
Carol A. Lewis
(Print Name)
Trish L. Mohr
Trish L. Mohr
(Print Name)

INTERVEST AT PLANTATION BAY, a Florida partnership

By: PlanMor, Inc., a Florida corporation, as general partner

By: *Morteza Hosseini-Kagar*
Morteza Hosseini-Kagar
President

[CORPORATE SEAL]

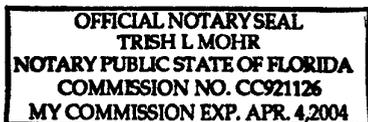
Carol A. Lewis
Carol A. Lewis
(Print Name)
Trish L. Mohr
Trish L. Mohr
(Print Name)

PLANMOR, INC., a Florida corporation

By: *Morteza Hosseini-Kagar*
Morteza Hosseini-Kagar
President

STATE OF FLORIDA }
 }SS
COUNTY OF Volusia }

The foregoing instrument was acknowledged before me this 9 day of December, 2002, by Morteza Hosseini-Kagar, as President of **PLANMOR**, a Florida corporation, on behalf of the corporation.



Trish L. Mohr

(Print Name Trish L. Mohr)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known

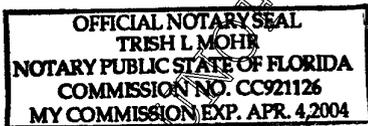
or Produced I.D. _____

[check one of the above]

Type of Identification Produced

STATE OF FLORIDA }
 }SS
COUNTY OF Volusia }

The foregoing instrument was acknowledged before me this 9 day of December, 2002, by Morteza Hosseini-Kagar, as President of **MHK of Volusia County, Inc.**, a Florida corporation, as general partner of **PRESTWICK AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership.



Trish L. Mohr

(Print Name Trish L. Mohr)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known

or Produced I.D. _____

[check one of the above]

Type of Identification Produced

2

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Record after Designation Successor

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(Section IE-F)**

This instrument executed this 8th day of August, 2000, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant as to the Property described on Exhibit "A", attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida, recorded in Official Records Book 277, Page 805, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc. (the "Association"), the property described on Exhibit "A" attached hereto; and

WHEREAS, Successor Declarant desires to retain the right to provide access over the property described on Exhibit "A" to adjacent property which is not part of Plantation Bay;

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, provided however that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant as hereinabove set forth.

Notice is hereby given that conservation easements in favor of the Saint Johns River Water Management District (SJRWMD) are recorded in Official Records Book 0700, Page 1098 of the Public Records of Volusia County, Florida. The purpose of these conservation easements is to

preserve and protect the environmental value of the property and no dumping, land clearing, or other disturbance to native soils or vegetation is permitted within the conservation easements.

Successor Declarant hereby reserves the right to allow ingress and egress over portions of the property described on Exhibit "A" to property adjacent to the property described on Exhibit "A" which is not currently part of Plantation Bay. Successor Declarant may grant ingress/egress rights to such adjacent property regardless of whether or not such adjacent property is annexed into Plantation Bay.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its managing partner.

Witnesses:

PRESTWICK AT PLANTATION BAY, a Florida general partnership

By: MHK of Volusia County, Inc., a Florida corporation, as general partner

Laraine R. Hawkins
LARAINE R. HAWKINS

(Name Printed or Typed)

Nicole Keeley
NICOLE KEELEY

(Name Printed or Typed)

By: Morteza Hosseini-Kargar
President

Address: 2359 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2000, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of PRESTWICK AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Laraine R. Hawkins
Print: LARAINE R. HAWKINS

State of Florida At Large
(Seal)

My Commission Expires: 4-29-03

Title/Rank: _____

Commission Number: CC831406

DESCRIPTION:

A PORTION OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF ALDENHAM LANE, AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°02'59"E, 141.88 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE DEPARTING FROM THE EAST LINE OF SAID SECTION 22 S42°45'59"W, 1608.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY 1), A 160.00 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N49°47'56"W, 100.10 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE N42°45'59"E, 1714.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3.81 ACRES MORE OR LESS.

This instrument Prepared By:
Interwest Construction, Inc.
2359 Beville Road
Daytona Beach, FL 32119

**ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 3A)**

This instrument executed this 11th day of July, 2001, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant as to the Property described on Exhibit "A", attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc. (the "Association"), the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, provided however that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant as hereinabove set forth.

Notice is hereby given that conservation easements in favor of the Saint Johns River Water Management District (SJRWMD) and Volusia County are dedicated as Tracts, W, X, and Y, per the plat for Plantation Bay, Section 1D-V, Unit 3A, recorded in Map Book 48, Page 132-138 of the Public Records of Volusia County, Florida. The purpose of these conservation easements is to preserve and protect the environmental value of the property and no dumping, land clearing, or other disturbance to native soils or vegetation is permitted within the conservation easements.

In addition to those terms, conditions, obligations, covenants, rights, privileges, and immunities set forth in the Declaration, notice is hereby given that a tree permitting fee in the amount of \$84.65 for each residential lot platted on Exhibit "A" must be paid to Volusia County by the purchaser of such lot concurrent with the submittal of a building permit application and that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a certificate of occupancy. Owners of each residential lot platted within the real property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its managing partner.

Witnesses:

PRESTWICK AT PLANTATION BAY, a Florida general partnership

By: MHK of Volusia County, Inc., a Florida corporation, as general partner

Nicole Keeley
NICOLE KEELEY
(Name Printed or Typed)

By: [Signature]
Morteza Hosseini-Kargar,
President

Dorcen Paoletti
Dorcen Paoletti
(Name Printed or Typed)

Address: 2359 Beville Road
Daytona Beach, FL



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of July, 2001, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of PRESTWICK AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Nicole Keeley
Print: NICOLE KEELEY
State of Florida At Large
(Seal)
My Commission Expires: _____
Title/Rank: _____
Commission Number: _____

[Signature]

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF HAMPSTEAD LANE, PLANTATION BAY SECTION ID-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 40°11' 55" W ALONG THE NORTH LINE OF PLANTATION BAY SECTION IE-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2441.87 FEET; THENCE N 49°46' 12" W A DISTANCE OF 55.87 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 23; THENCE N 02°01' 23" W ALONG THE SAID WEST LINE OF SECTION 23 A DISTANCE OF 2951.87 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF AFORESAID SECTION 14; THENCE N 02°02' 51" W ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 1221.32 FEET TO THE SOUTHWEST CORNER OF PLANTATION BAY SECTION ID-V, UNIT 1, AS RECORDED IN MAP BOOK 46, PAGES 185-191 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 61°29' 44" E ALONG THE SOUTH LINE OF AFORESAID PLANTATION BAY SECTION ID-V, UNIT 1 A DISTANCE OF 818.91 FEET; THENCE S 84°45' 27" E CONTINUING ALONG THE SAID SOUTH LINE A DISTANCE OF 231.08 FEET TO THE SOUTHWEST CORNER LOT 58, OF AFORESAID PLANTATION BAY SECTION ID-V, UNIT 2; THENCE N 60°01' 10" E ALONG THE SOUTH LINE OF SAID LOT 58 A DISTANCE OF 179.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 26°41' 55" AND CHORD BEARING OF S 16°37' 52" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.21 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S 03°16' 54" E A DISTANCE OF 569.52 FEET; THENCE S 86°43' 06" W A DISTANCE OF 180.00 FEET; THENCE S 03°16' 54" E A DISTANCE OF 252.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 28°39' 28" AND A CHORD BEARING S 17°36' 38" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 455.16 FEET; THENCE N 53°00' 00" E, ALONG A LINE NON-RADIAL TO SAID CURVE, A DISTANCE OF 32.45 FEET; THENCE S 37°00' 00" E A DISTANCE OF 410.00 FEET; THENCE N 53°00' 00" E A DISTANCE OF 144.00 FEET; THENCE S 37°00' 00" E A DISTANCE OF 301.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 93.00 ACRES, MORE OR LESS.

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section IE-V, Unit 2)**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is August 19, 2002.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Witnesses:
Nicole Kelley
NICOLE KELLEY
(Name Printed or Typed)

Doreen Paolotti
Doreen Paolotti
(Name Printed or Typed)

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

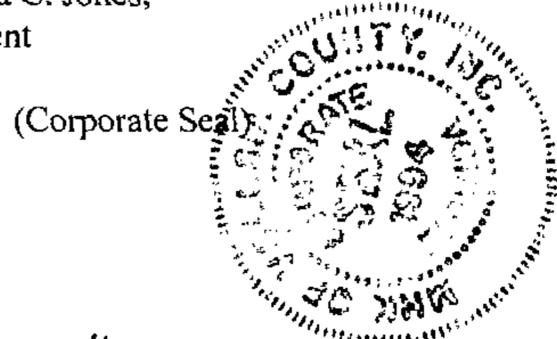
By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar,
President

(Corporate Seal)



Witnesses:
Nicole Keely
NICOLE KEELY
(Name Printed or Typed)
Doreen Paolatti
Doreen Paolatti
(Name Printed or Typed)

PRESTWICK AT PLANTATION BAY,
a Florida partnership
By: MHK of Volusia County, Inc.,
a Florida corporation, general partner
By: Cynthia C. Jones
Cynthia C. Jones,
President



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 2002, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of interest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:

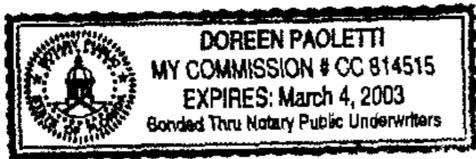


Sign: Doreen Paolatti
Print: Doreen Paolatti
State of Florida At Large
(Seal)
My Commission Expires: 03-04-03

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 2002, by Cynthia C. Jones, as President of MHK of Volusia County, Inc., a general partner of Prestwick at Plantation Bay, a Florida partnership, on behalf of the partnership. She is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: Doreen Paolatti
Print: Doreen Paolatti
State of Florida At Large
(Seal)
My Commission Expires: 03-04-03

EXHIBIT "A"

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST CORNER OF TRACT "F", PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N40°13'48"E, ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 1, A DISTANCE OF 1473.04 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 28°53'15" AND A CHORD BEARING OF N18°57'56"W; THENCE CONTINUE ALONG SAID BOUNDARY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 178.99 FEET; THENCE N33°24'34"W, 301.24 FEET; THENCE CONTINUE ALONG SAID BOUNDARY N56°35'26"E, 175.00 FEET; THENCE ALONG SAID BOUNDARY N33°24'34"W, 80.00 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S78°24'34"E; THENCE DEPART SAID BOUNDARY SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N56°35'26"E, 502.50 FEET; THENCE S33°24'34"E, 50.00 FEET; THENCE N56°35'26"E, 75.36 FEET; THENCE S52°01'10"E, 257.36 FEET; THENCE S47°37'10"E, 790.66 FEET; THENCE S45°25'32"W, 42.00 FEET; THENCE S44°34'28"E, 287.93 FEET; THENCE S55°06'24"W, 693.94 FEET; THENCE S70°03'17"W, 21.30 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 511.00 FEET, A CENTRAL ANGLE OF 69°26'01" AND A CHORD BEARING OF N54°39'44"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 619.26 FEET; THENCE S42°37'49"W, 21.82 FEET; THENCE S04°31'19"E, 291.28 FEET; THENCE S43°22'40"E, 35.07 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 59°30'58" AND A CHORD BEARING OF S48°19'07"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 190.09 FEET; THENCE S18°33'38"E, 125.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 29°47'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 173.15 FEET; THENCE S11°13'55"W, 440.14 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 433.00 FEET AND A CENTRAL ANGLE OF 28°58'06"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 218.92 FEET; THENCE S40°12'01"W, 269.18 FEET; THENCE N49°47'59"W, 161.00 FEET; THENCE S40°12'01"W, 50.00 FEET; THENCE N49°47'59"W, 47.04 FEET; THENCE S40°12'01"W, 230.00 FEET; THENCE N49°47'59"W, 1041.28 FEET TO THE POINT OF BEGINNING.
CONTAINING 60.93 ACRES, MORE OR LESS.

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

(A)

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section IE-V, Unit 2)

This instrument executed this 19th day of August, 2002, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant as to the Property described on Exhibit "A", attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc. (the "Association"), the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein, provided however that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges, and immunities set forth in the Declaration, notice is hereby given that a tree permitting fee in the amount of \$84.65 for each residential lot platted on Exhibit "A" must be paid to Volusia County by the purchaser of such lot concurrent with the submittal of a building permit application and that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a certificate of occupancy. Owners of each residential lot platted within the real property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water.

BOOK: 4927
PAGE: 1903

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its managing partner.

Witnesses:

PRESTWICK AT PLANTATION BAY, a Florida general partnership

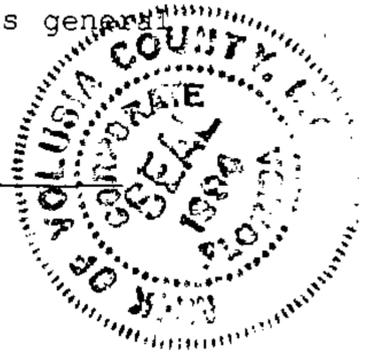
By: MHK of Volusia County, Inc., a Florida corporation, as general partner

Nicole Kerley
NICOLE KERLEY
(Name Printed or Typed)

Doreen Paoletti
Doreen Paoletti
(Name Printed or Typed)

By: Cynthia C. Jones
Cynthia C. Jones,
President

Address: 2359 Beville Road
Daytona Beach, FL 32119.



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 2002, by Cynthia C. Jones, as President of MHK of Volusia County, Inc., a general partner of PRESTWICK AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Doreen Paoletti
Print: Doreen Paoletti
State of Florida At Large
(Seal)
My Commission Expires: 03-04-03

EXHIBIT "A"

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST CORNER OF TRACT "F", PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N40°13'48"E, ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 1, A DISTANCE OF 1473.04 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 28°53'15" AND A CHORD BEARING OF N18°57'56"W; THENCE CONTINUE ALONG SAID BOUNDARY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 178.99 FEET; THENCE N33°24'34"W, 301.24 FEET; THENCE CONTINUE ALONG SAID BOUNDARY N56°35'26"E, 175.00 FEET; THENCE ALONG SAID BOUNDARY N33°24'34"W, 80.00 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S78°24'34"E; THENCE DEPART SAID BOUNDARY SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N56°35'26"E, 502.50 FEET; THENCE S33°24'34"E, 50.00 FEET; THENCE N56°35'26"E, 75.36 FEET; THENCE S52°01'10"E, 257.36 FEET; THENCE S47°37'10"E, 790.66 FEET; THENCE S45°25'32"W, 42.00 FEET; THENCE S44°34'28"E, 287.93 FEET; THENCE S55°06'24"W, 693.94 FEET; THENCE S70°03'17"W, 21.30 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 511.00 FEET, A CENTRAL ANGLE OF 69°26'01" AND A CHORD BEARING OF N54°39'44"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 619.26 FEET; THENCE S42°37'49"W, 21.82 FEET; THENCE S04°31'19"E, 291.28 FEET; THENCE S43°22'40"E, 35.07 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 59°30'58" AND A CHORD BEARING OF S48°19'07"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 190.09 FEET; THENCE S18°33'38"E, 125.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 29°47'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 173.15 FEET; THENCE S11°13'55"W, 440.14 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 433.00 FEET AND A CENTRAL ANGLE OF 28°58'06"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 218.92 FEET; THENCE S40°12'01"W, 269.18 FEET; THENCE N49°47'59"W, 161.00 FEET; THENCE S40°12'01"W, 50.00 FEET; THENCE N49°47'59"W, 47.04 FEET; THENCE S40°12'01"W, 230.00 FEET; THENCE N49°47'59"W, 1041.28 FEET TO THE POINT OF BEGINNING.
CONTAINING 60.93 ACRES, MORE OR LESS.

OFF REC 0879 PAGE 0124

Prepared by and Return to:

Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
200 W. Forsyth Street, Suite 1400
Jacksonville, FL 32202

02/26/2003 08:30
Instrument # 2003-043975
Book: 5023
Page: 2303

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY is made effective November 13, 2002 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership ("IPB"), **PLANMOR, INC.**, a Florida corporation ("PlanMor") and **PRESTWICK AT PLANTATION BAY**, a Florida general partnership ("Prestwick").

RECITALS:

- A. IPB, PlanMor and Prestwick have been designated Successor Declarants under the terms of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, as subsequently amended (together, the "Declaration").
- B. As of the date hereof, the Declarant has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc., a Florida non-profit corporation (the "Association").
- C. The Declarant intends to hereby amend the Declaration as more particularly described hereafter, and has the right to so amend the Declaration without the consent or joinder of any other party pursuant to Section 13.02 of the Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The Declarant confirms that the above-stated recitals are true and correct.
2. A new Section 9.07 is hereby added to the Declaration as follows:

§ 9.07 Transfer Fees. In connection with any request by an Owner or a prospective purchaser of a Residential Unit for a confirmation of assessments owed to the Association or to process a change of ownership on the books and records of the Association, as a condition to providing such service, the Association shall have the right to charge a reasonable fee to the party making the request in an amount to be determined by the Board of Directors.

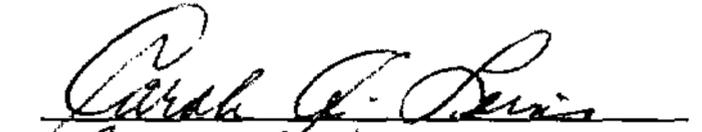
BOOK: 5023
PAGE: 2304

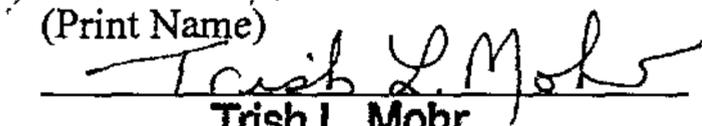
3. Section 10.08 of the Declaration is hereby amended in its entirety as follows:

Section 10.08 **Capitalization of the Association**. Upon acquisition of record title to a Residential Unit from Declarant, each Owner shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual General Assessment for that Residential Unit, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Unit and shall be disbursed to the Association.

4. Except as specifically amended hereby, all terms and provisions of the Declaration as amended prior to the date hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Eighth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay to be executed as of the date and year first above written.

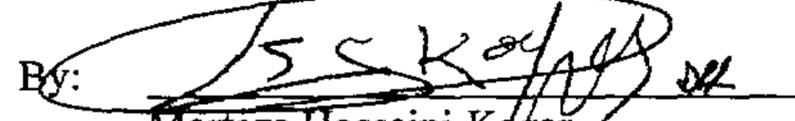


Carol A. Heins
(Print Name)


Trish L. Mohr
(Print Name)

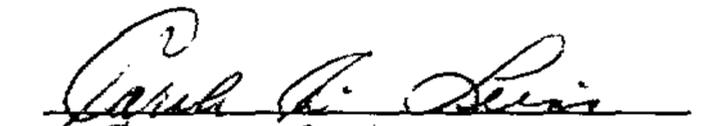
INTERVEST AT PLANTATION BAY, a Florida partnership

By: PlanMor, Inc., a Florida corporation, as general partner

By: 

Morteza Hosseini-Kagar
President

[CORPORATE SEAL]



Carol A. Heins
(Print Name)


Trish L. Mohr
(Print Name)

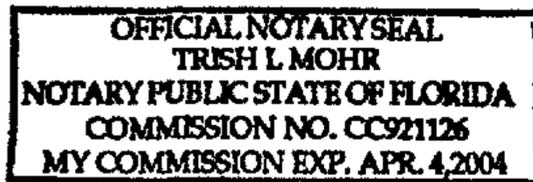
PLANMOR, INC., a Florida corporation

By: 

Morteza Hosseini-Kagar
President

STATE OF FLORIDA }
 }SS
COUNTY OF Volusia }

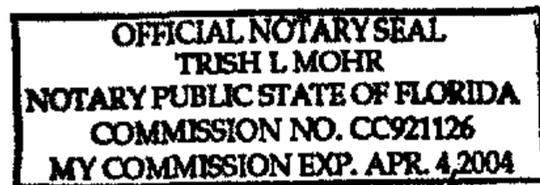
The foregoing instrument was acknowledged before me this 9 day of December, 2002, by Morteza Hosseini-Kagar, as President of **PLANMOR**, a Florida corporation, on behalf of the corporation.



Trish L. Mohr
(Print Name Trish L. Mohr)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

STATE OF FLORIDA }
 }SS
COUNTY OF Volusia }

The foregoing instrument was acknowledged before me this 9 day of December, 2002, by Morteza Hosseini-Kagar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of **PRESTWICK AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership.



Trish L. Mohr
(Print Name Trish L. Mohr)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

(A)

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section IE-V, Unit 3)

This instrument executed this 9 day of April, 2003, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a tree permitting fee in the amount of \$84.65 for each residential lot platted on Exhibit "A" must be paid to Volusia County by the purchaser of such lot concurrent with the submittal of a building permit application and that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

Signed, sealed and delivered in the presence of:

PRESTWICK AT PLANTATION BAY, a Florida General Partnership

By: MHK of Volusia County, Inc., a Florida Corporation, General Partner

By: Cynthia C. Jones
Cynthia C. Jones, President

Trish L. Mohr
Printed Name: Trish L. Mohr

Address: 2359 Beville Road
Daytona Beach, FL 32119

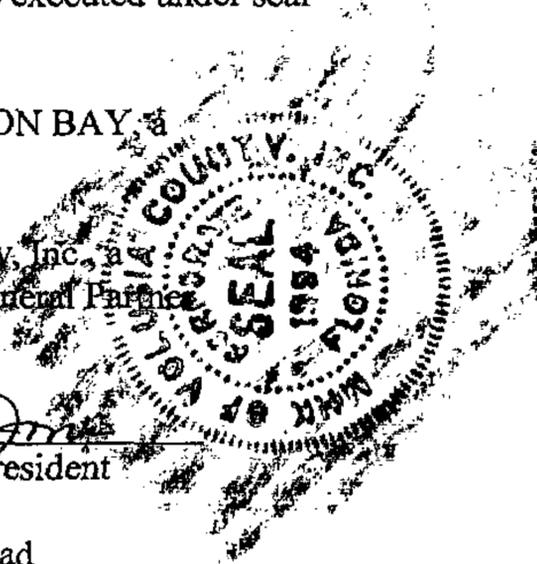
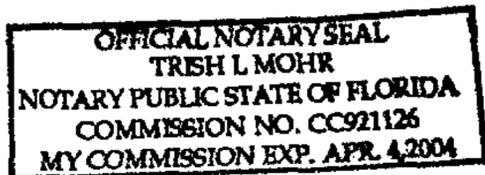
Joanne Schmieder
Printed Name: Joanne Schmieder

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of APRIL, 2003, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification.

My Commission Expires:

Trish L. Mohr
Notary Public Trish L. Mohr
Printed Name:
Commission No.:



D-57140

PROPOSED PLAT OF PLANTATION BAY, SECTION 1E-V, UNIT 3

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST CORNER OF TRACT "F" PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S49°47'59"E, ALONG THE SOUTHWESTERLY LINE OF TRACT "D", PLANTATION BAY SECTION 1E-V, UNIT 2, AS RECORDED IN MAP BOOK 49, PAGES 57 TO 61, A DISTANCE OF 1041.28 FEET TO THE WESTERLY MOST CORNER OF SAID TRACT "D", AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 2 THE FOLLOWING COURSES: N40°12'01"E, 230.00 FEET; THENCE S49°47'59"E, 47.04 FEET; THENCE N40°12'01"E, 50.00 FEET; THENCE S49°47'59"E, 161.00 FEET; THENCE N40°12'01"E, 269.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 433.00 FEET AND A CENTRAL ANGLE OF 28°58'06"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 218.92 FEET; THENCE N11°13'55"E, 440.14 FEET TO THE BEGINNING OF A CURVE CONCAVE WEST HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 29°47'33"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 173.15 FEET; THENCE N18°33'38"W, 125.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 59°30'58" AND A CHORD BEARING OF N48°19'07"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 190.09 FEET; THENCE N43°22'40"W, 35.07 FEET THENCE N04°31'19"W, 291.28 FEET; THENCE N42°37'49"E, 21.82 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 511.00 FEET, A CENTRAL ANGLE OF 69°26'01" AND A CHORD BEARING OF S54°39'44"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 619.25 FEET; THENCE N70°03'17"E, 21.30 FEET; THENCE N55°06'24"E, 693.94 FEET; THENCE DEPART THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 2, S00°03'52"W, 2,485.59 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE S89°46'20"W, ALONG SAID SOUTH LINE, 629.20 FEET; THENCE DEPART SAID SOUTH LINE N49°47'59"W, 1,186.53 FEET TO THE POINT OF BEGINNING. CONTAINING 54.0328 ACRES, MORE OR LESS.

13

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section IE-V, Unit 3)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is APRIL 9, 2003.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered
in the presence of:

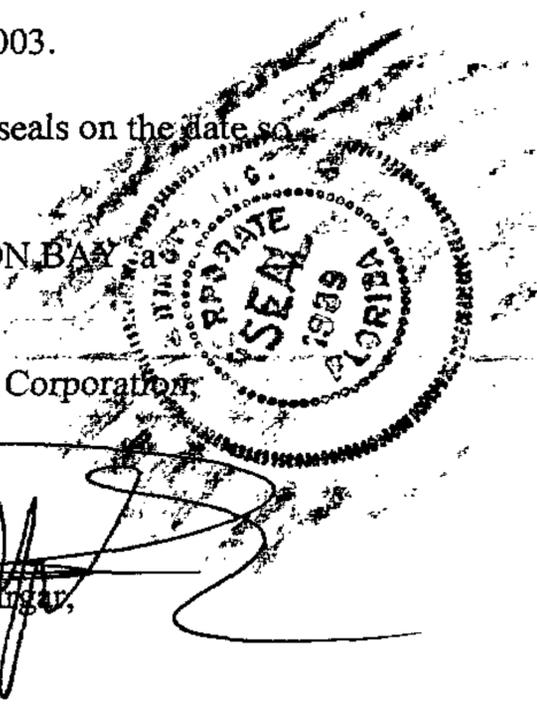
INTERVEST AT PLANTATION BAY, a
Florida Partnership

By: PlanMor, Inc., a Florida Corporation,
General Partner

Irish L. Mohr
Printed Name: Irish L. Mohr

Joanne Schmieler
Printed Name: Joanne Schmieler

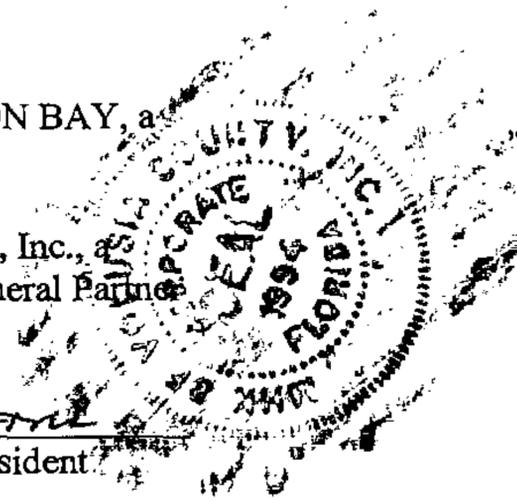
By: [Signature]
Morteza Hosseini-Kangar,
President



PRESTWICK AT PLANTATION BAY, a
Florida Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner

By: Cynthia C. Jones
Cynthia C. Jones, President



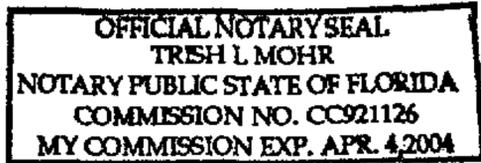
Trish L. Mohr
Printed Name: Trish L. Mohr

Joanne Schmieder
Printed Name: Joanne Schmieder

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of
APRIL, 2003, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida
Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of
said Partnership. He is personally known to me or has produced _____
as identification and has not taken an oath.

My Commission Expires:

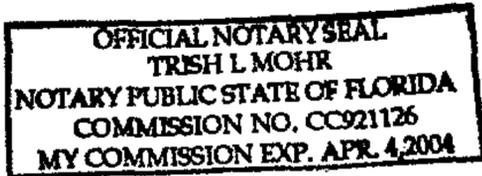


Trish L. Mohr
Notary Public Trish L. Mohr
Printed Name:
Commission No.:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of
APRIL, 2003, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a
Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on
behalf of said Partnership. She is personally known to me or has produced
_____ as identification and has not taken an oath.

My Commission Expires:



Trish L. Mohr
Notary Public Trish L. Mohr
Printed Name:
Commission No.:

D-57140

PROPOSED PLAT OF PLANTATION BAY, SECTION 1E-V, UNIT 3

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST CORNER OF TRACT "F" PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S49°47'59"E, ALONG THE SOUTHWESTERLY LINE OF TRACT "D", PLANTATION BAY SECTION 1E-V, UNIT 2, AS RECORDED IN MAP BOOK 49, PAGES 57 TO 61, A DISTANCE OF 1041.28 FEET TO THE WESTERLY MOST CORNER OF SAID TRACT "D", AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 2 THE FOLLOWING COURSES: N40°12'01"E, 230.00 FEET; THENCE S49°47'59"E, 47.04 FEET; THENCE N40°12'01"E, 50.00 FEET; THENCE S49°47'59"E, 161.00 FEET; THENCE N40°12'01"E, 269.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 433.00 FEET AND A CENTRAL ANGLE OF 28°58'06"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 218.92 FEET; THENCE N11°13'55"E, 440.14 FEET TO THE BEGINNING OF A CURVE CONCAVE WEST HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 29°47'33"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 173.15 FEET; THENCE N18°33'38"W, 125.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 59°30'58" AND A CHORD BEARING OF N48°19'07"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 190.09 FEET; THENCE N43°22'40"W, 35.07 FEET THENCE N04°31'19"W, 291.28 FEET; THENCE N42°37'49"E, 21.82 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 511.00 FEET, A CENTRAL ANGLE OF 69°26'01" AND A CHORD BEARING OF S54°39'44"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 619.25 FEET; THENCE N70°03'17"E, 21.30 FEET; THENCE N55°06'24"E, 693.94 FEET; THENCE DEPART THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 2, S00°03'52"W, 2,485.59 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE S89°46'20"W, ALONG SAID SOUTH LINE, 629.20 FEET; THENCE DEPART SAID SOUTH LINE N49°47'59"W, 1,186.53 FEET TO THE POINT OF BEGINNING. CONTAINING 54.0328 ACRES, MORE OR LESS.

This Instrument Prepared By:
Record and Return to:
Douglas R. Ross
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

CORRECTIVE FLAGLER RECORDING AFFIDAVIT

The purpose of this Affidavit is to correct the Affidavit recorded in Official Records Book 4513, Page 663-686 of the Public Records of Volusia County, Florida, which failed to include recording of the documents referenced in the Affidavit, which are now made a part hereof.

BEFORE ME, the undersigned authority, appeared Morteza Hosseini-Kargar, who, after being duly sworn, deposes and says as follows:

1. Affiant is an officer of PlanMor, Inc., a Florida Corporation, which is the managing general partner of Intervest at Plantation Bay Partnership, a Florida General Partnership, and is also an officer of MHK of Volusia County, Inc., a Florida Corporation, which is the managing general partner of Prestwick at Plantation Bay, a Florida General Partnership. Intervest at Plantation Bay Partnership and Prestwick at Plantation Bay have each been designated Successor Declarants of portions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay ("Declaration") recorded in Official Records Book 277, Page 805 of the Public Records of Flagler County, Florida, as amended from time to time.

2. Affiant, in recognition of the fact that the real property included within the geographic area affected by such Declaration is located in Volusia and Flagler counties, is seeking to ensure that all documents having an effect on the Declaration are recorded in each county.

3. Affiant has caused those documents which have been recorded in either Volusia or Flagler County to be examined and has determined that it is desirable that certain documents need to be recorded in Flagler County in order to facilitate understanding of Declaration, as amended.

4. Affiant is, therefore, causing the following documents to be recorded in the Public Records of Flagler County, Florida:

(a) Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1987 and recorded in Official Records Book 3078, Page 509 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 666 of the Public Records of Volusia County, Florida.

(b) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated June 4, 1991 and recorded in Official Records Book 3648, Page 123 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 669 of the Public Records of Volusia County, Florida.

(c) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1994 and recorded in Official Records Book 3960, Page 154 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 672 of the Public Records of Volusia County, Florida.

(d) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 17, 1996 and recorded in Official Records Book 4103, Page 733 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 675 of the Public Records of Volusia County, Florida.

(e) Designation of Successor Declarant Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 15, 1996 and

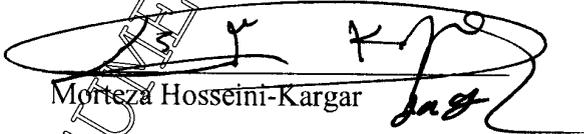
recorded in Official Records Book 4101, Page 3080 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 678 of the Public Records of Volusia County, Florida.

(f) Designation of Successor Declarant and Assignment of Declarant's Rights, Privileges and Powers Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 20, 1998 and recorded in Official Records Book 4341, Page 4653 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 681 of the Public Records of Volusia County, Florida.

(g) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 20, 1998 and recorded in Official Records Book 4341, Page 4656 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 684 of the Public Records of Volusia County, Florida.

5. Further affiant sayeth naught.

DOCUMENT

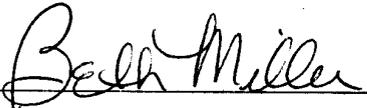

Morteza Hosseini-Kargar

DOCUMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 19th day of May, 2005, by Morteza Hosseini-Kargar, who is personally known to me.

NOTARY PUBLIC:

Sign: 
State of Florida at Large

(Seal)



UNOFFICIAL

BOOK: 4913
Page: 666

SEASIDE TITLE/FLSV

TEL NO.

304 255 4002
13V-2nd 1...

30780509

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

SEASIDE TITLE COMPANY
100 S. HALIFAX AVE.
DAYTONA BEACH, FL 32018

ANNEXATION OF ADDITIONAL PROPERTY
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida corporation (the "Declarant" is the owner of the real property described in Exhibit "A" attach hereto (the "Annexed Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay (the "Declaration") was recorded Official Records Book 277 Page 805 Public Records of Flagler County, Florida and in Official Records Book 3005 Page 0074 Public Records Volusia County, Florida; and

WHEREAS Declarant desires to provide a flexible and reasonable procedure for the overall development of the Annexed Property and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Annexed Property as is now or may hereafter be subject to the Declaration; and

WHEREAS, Section 9.01 of the Declaration provides that the Declarant shall have the unilateral right to impose the Declaration upon the Annexed Property by filing in the Public Records of Volusia and Flagler County an instrument annexing such properties; and

WHEREAS, Declarant intends by this instrument to impose the Declaration upon the Annexed Property for the benefit of all owners of the Annexed Property and all property subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the described in Exhibit "A" shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 24 day of August, 1988.

Attest: 165998
DAVID G. GISHACK Secretary
NOT FOR RECORD
COPIES VERIFIED
9 12 AM '87
CLERK OF DISTRICT COURT
VOLUSIA COUNTY, FLORIDA

ECOCEN CORP., a Florida corporation
By: Francis Lazare
Francis Lazare, President

[CORPORATE SEAL]

SEASIDE TITLE/FLSV

TEL No.

904 253 4032 Apr 06, 89 9:14 P.03

30780510

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

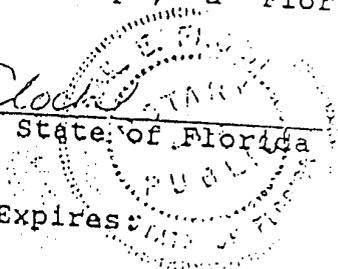
Page: 667

STATE OF FLORIDA
COUNTY OF *Flagler*

The foregoing instrument was acknowledged before me this 24 day of August, 1987 by Francois Lazare and David Galshack President and Secretary, respectively, of Ecocen Corp., a Florida corporation.

UNOFFICIAL DOCUMENT

Paul A. Flock
Notary Public, State of Florida
At Large



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

UNOFFICIAL

VERSIDE TITLE/FLSV

TEL No.

904 253 4032 Apr 06, 89 9:14 P.04

Lago Grande
DESCRIPTION

30780511

BOOK: 4013
PAGE: 668

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF PLANTATION BAY, PHASE I-A, RECORDED IN MAP BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLA CLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, BEING THE BEARING BASIS OF THIS DESCRIPTION ALONG THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, AND THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 124.55 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 68 DEGREES 05 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 336.44 FEET AND A CENTRAL ANGLE OF 35 DEGREES 59 MINUTES 20 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 219.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 244.59 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 00 SECONDS EAST A DISTANCE OF 794.46 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 08 SECONDS WEST, A DISTANCE OF 173.97 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 348.99 FEET; THENCE SOUTH 18 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 192.57 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST, A DISTANCE OF 310.14 FEET; THENCE NORTH 57 DEGREES 47 MINUTES 53 SECONDS WEST, A DISTANCE OF 255.20 FEET; THENCE NORTH 32 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 59 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 03 SECONDS WEST, A DISTANCE OF 34.05 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 21.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1200.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 53 MINUTES 12 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 690.02 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 991.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.46 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 276.44 FEET AND A CENTRAL ANGLE OF 05 DEGREES 43 MINUTES 49 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.65 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 02 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.36 FEET TO THE POINT REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 101.20 FEET AND A CENTRAL ANGLE OF 36 DEGREES 03 MINUTES 50 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 27.76 FEET AND A CENTRAL ANGLE OF 57 DEGREES 22 MINUTES 33 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.00 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE 22.01 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 84.86 FEET TO THE POINT OF BEGINNING,

CONTAINING 23.35 ACRES.

EXHIBIT A

105000

FILED FOR RECORD
RECORD VERIFIED

CLERK CIRCUIT COURT
VOLUSIA CO., FL

075293

1991 JUN 19 AM 10:49

ANNEXATION AMENDMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA

THIS INSTRUMENT executed this 4 day of JUNE, 1991, is executed by ECOGEN CORP., a Florida corporation, ("Declarant") and is delivered for filing to the Clerk of the Circuit Court of Volusia County, Florida.

BACKGROUND OF INSTRUMENT

1. The status of Declarant is set forth in the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, (the "Declaration") which Declaration is recorded in Official Records Book 3005 at Page 74 of the Public Records of Volusia County, Florida, as the same has been subsequently amended.

2. Pursuant to the terms of the Declaration, (viz. Section 8.1), the Declarant holds authority to annex additional real property to be subject to the terms of the Declaration.

3. The purpose of this instrument is to annex within the terms of the Declaration the real property described on Composite Exhibit "A" attached hereto.

DECLARATION OF ANNEXATION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, and in accordance with the authority described in the Background of this instrument, Declarant hereby states as follows:

4. Declarant hereby includes the real property described in Composite Exhibit "A" attached to this instrument to be subject to all of the terms and conditions of the Declaration as if the real property were originally set forth therein; and declares that the real property shall be held, sold, transferred, conveyed, subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration and that the same shall constitute covenants running with the land.

5. Except as set forth above, Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the corporation as set its hand and seal on the day and year first above written.

WITNESSES:

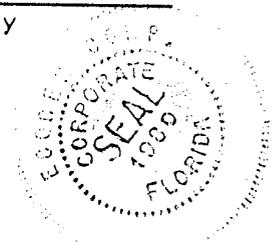
[Signature]
[Signature]
(as to Irwin)
[Signature]
[Signature]
(as to Galshack)

ECOCEN CORP., a Florida corporation

By: [Signature]
Stephen Irwin, Vice-President

Attest: [Signature]
David Galshack, Secretary

(Corporate Seal)



5.00
PAGE 0123
BOOK 3648
VOLUSIA CO., FL

BOOK: 4513
PAGE: 669

BOOK PAGE
3648 0125
VOLUSIA CO., FL

BOOK: 4513
PAGE: 670

UNIT 2

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF LOT 24, PLANTATION BAY, SECTION 18-V, UNIT 1, RECORDED IN PLAT BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, ON A SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID LOT 24, THE BEARING BASE OF THIS DESCRIPTION, A DISTANCE OF 484.83 FEET; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 734.48 FEET; THENCE NORTH 38 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 414.93 FEET; THENCE NORTH 76 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 29.67 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 717.11 FEET; TO THE BOUNDARY OF SAID PLANTATION BAY, SECTION 18-V, UNIT 1; THENCE ALONG SAID BOUNDARY, RUN NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 94.03 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 32 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 57 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 255.20 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 310.14 FEET; TO THE POINT OF BEGINNING.

CONTAINING 14.83 ACRES.

UNIT 3

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 36, PLANTATION BAY, SECTION 18-V, UNIT 1, AS RECORDED IN MAP BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION BAY DRIVE, SAID RIGHT OF WAY HAVING A REFERENCE BEARING OF NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST; THENCE RUN SOUTH 30 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 717.11 FEET; THENCE SOUTH 76 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.67 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 632.02 FEET TO A POINT ON THE WEST LINE OF SECTION 11 AFORESAID; THENCE ALONG SAID WEST LINE RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 373.31 FEET; THENCE DEPARTING SAID LINE NORTH 41 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 297.30 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 111.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.30 ACRES



075293

BOOK PAGE
3648 0124
VOLUSIA CO., FL

Book: 4513
Page: 671

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary Public, personally appeared, STEPHEN IRWIN, as Vice-President of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 4th day of June, 1991.

LARRY JANICHEL
Notary Public, State of New York
No. 31-481288
Qualified in New York County
Commission Expires June 30, 1992

Larry JanicHEL
NOTARY PUBLIC, State of New York
My Commission Expires:

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, DAVID GALSHACK, as Secretary of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 10th day of June, 1991.

David Galshack
NOTARY PUBLIC, State of New York
My Commission Expires:

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UNO.
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UNO.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
Post Office Box 5488
Daytona Beach, Florida 32118

UNOFFICIAL INSTRUMENT

1000 Plantation Bay Dr.
Daytona Beach, Fla. 32119

10/26/1994 15:57
Instrument # 94161320
Book: 3960
Page: 154

JEC

This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491



BOOK: 4513
PAGE: 672

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Phase 1C-V)

This instrument executed this 24 day of August, 1994, is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 3723, Page 1651, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida (the "Declaration"), as recorded in Official Records Book 3095, Page 74; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)
Ellen S. Kushner
Ellen S. Kushner
(Name printed or typed)
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar,
President

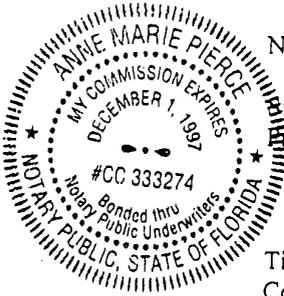
Address: 100 Plantation Bay Drive
Ormond Beach, FL 32174

NOV 11 1994

Book: 3960
Page: 155

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25th day of August, 1994, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced personally known as identification and has not taken an oath.



NOTARY PUBLIC:

Signature: Anne Marie Pierce
Print: Anne Marie Pierce

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: CC333274

UNOFFICIAL DOCUMENT

Book: 4513
Page: 673

Book: 3960
Page: 156
Diane M. Matousek
Volusia County, Clerk of Court

Book: 4513
Page: 674

EXHIBIT A

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT OS-23, PLANTATION BAY, SECTION 1B-V, UNIT 2, AS RECORDED IN MAP BOOK 43, PAGES 183-184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION 1B-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 790.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 09 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 304.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 646.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.89 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1B-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.75 ACRES MORE OR LESS.

UNRECORDED

NOV 01 1994

161320

Instrument # 96079681
Book: 4103
Page: 733

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Page: 675

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section IC-V, Unit 2)

This instrument executed this 17 day of April, 1996, is executed by PlanMor, Inc., a Florida corporation ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PlanMor, Inc. has, by instruments recorded in Official Records Book 3826, Page 2328, and on even date herewith, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, PlanMor, Inc. hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, PlanMor, Inc. has caused these presents to be executed under seal by its managing partner.

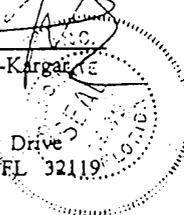
Witnesses:

PLANMOR, INC., a Florida corporation

Nancy Bocuzzi
NANCY BOCCUZZI
(Name Printed or Typed)
Teresa S. Swannhill
Teresa S. Swannhill
(Name Printed or Typed)

By: [Signature]
Morteza Hosseini-Kargar
President

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119



BOOK: 4513
PAGE: 676

BOOK: 4103
PAGE: 734

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of April, 1996, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:

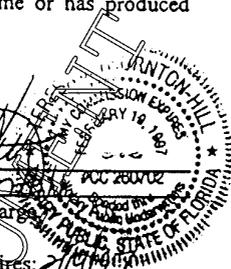
Sign: [Signature]
Print: Teresa J. Thamm

State of Florida At Large
(Seal)

My Commission Expires: 7/17/98

Title/Rank: _____

Commission Number: 11260722



UNOFFICIAL DOCUMENT

BEST AVAILABLE COPY

BOOK: 4103
Page: 735
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

LEGAL DESCRIPTION

BOOK: 4513
Page: 677

PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 11, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 58°31'55" E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 11, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 30 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100 FEET, A CENTRAL ANGLE OF 23°35'11", AND A CHORD BEARING S 46°44'19" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.89 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 11, UNIT 1 AND SAID PLANTATION BAY DRIVE, N 82°05'02" E, A DISTANCE OF 07.24 FEET; THENCE N 40°49'14" E, A DISTANCE OF 760.87 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.9, SECTION 79002-2402; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95, S 20°43'11" E, A DISTANCE OF 963.59 FEET; THENCE DEPARTING SAID WESTERLY LINE OF INTERSTATE 95, S 02°47' W, A DISTANCE OF 649.04 FEET; THENCE N 73°51'18" W, A DISTANCE OF 409.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 104°44" AND A CHORD BEARING OF N 82°52'10" W; THENCE NORTHERLY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET; THENCE S 88°06'58" W, A DISTANCE OF 196.69 FEET; THENCE N 30°16'42" W, A DISTANCE OF 134.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 118°20" AND A CHORD BEARING OF N 117°58" E; THENCE NORTHERLY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.20 FEET TO A POINT ON THE EASTERLY LINE OF THE AFOREMENTIONED PLANTATION BAY, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 62°57'44" AND A CHORD BEARING OF N 21°11'46" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 554.94 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PLANTATION BAY DRIVE, N 10°17'06" W, A DISTANCE OF 132.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 108°38" AND A CHORD BEARING OF N 22°36'55" W; THENCE ALONG THE WESTERLY LINE OF SAID CURVE, A DISTANCE OF 217.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 29.55 ACRES MORE OR LESS.

BOOK: 4513
PAGE: 678

05/03/1996 08:11
Instrument # 96076425
Book: 4101
Page: 3080

This instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is April 15, 1996.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

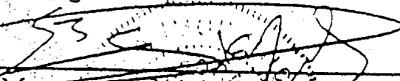
RECEIVED

MAY - 9 1996

ICI
INTERVEST CONSTRUCTION, INC.

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: 
Morteza Hosseini-Kargar, President

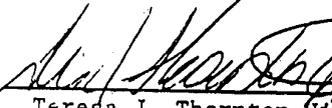
(Corporate Seal)

Book: 4101
Page: 3081

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of April, 1996,
by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Interest at
Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to
me or has produced personally known as identification and has not taken an oath.

NOTARY PUBLIC:

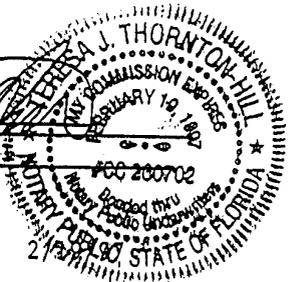
Sign: 

Print: Teresa J. Thornton-Hill
State of Florida At Large
(Seal)

My Commission Expires: 2/28/98

Title/Rank: _____

Commission Number: CC260702



UNOFFICIAL DOCUMENT

Book: 4513
Page: 679

EXHIBIT "A"
LEGAL DESCRIPTION

Book: 4513
Page: 680

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 1C-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY, RUN S58°31'55"E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1C-V, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, AND A CENTRAL ANGLE OF 48°14'49"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID PLAT LINE AND SAID RIGHT-OF-WAY LINE A DISTANCE OF 425.24 FEET; THENCE, CONTINUING ALONG SAID LINE, S10°17'06"E A DISTANCE OF 132.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 62°57'44"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID LINE A DISTANCE OF 554.94 FEET TO THE POINT OF CUSP OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20" AND A CHORD BEARING OF S11°11'58"W; THENCE, DEPARTING SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1C-V, UNIT 1 AND SAID EASTERLY LINE OF PLANTATION BAY DRIVE, SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.20 FEET; THENCE S30°16'42"E A DISTANCE OF 134.53 FEET; THENCE N88°06'58"E A DISTANCE OF 49.08 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, RUN N40°11'55"E A DISTANCE OF 1248.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE ROAD NO. 9 SECTION 79002-2402; THENCE SOUTHERLY ALONG SAID LINE S20°43'11"E A DISTANCE OF 1317.25 FEET; THENCE, DEPARTING SAID LINE, N76°02'47"W A DISTANCE OF 649.04 FEET; THENCE N73°51'18"W A DISTANCE OF 409.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.27 FEET; THENCE S88°06'58"W A DISTANCE OF 147.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.904 ACRES OF LAND, MORE OR LESS.

UNOFFICIAL COPY

RECEIVED

MAY - 9 1996

ICI
INTERVEST CONSTRUCTION, INC

076425

Book: 4513
Page: 681

Instrument # 98162292
Book: 4341
Page: 4653

This Instrument Prepared by:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

**DESIGNATION OF SUCCESSOR DECLARANT AND ASSIGNMENT OF
DECLARANT'S RIGHTS, PRIVILEGES AND POWERS UNDER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY**
(Section 1D-V, Unit 1)

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof is vested in Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property, and

WHEREAS, IPB and Prestwick agree that Prestwick, an affiliate of IPB, should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all of the "Properties" as such term is defined in the Declaration except for the Exhibit A Property and that property to which PlanMor, Inc., a Florida corporation has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

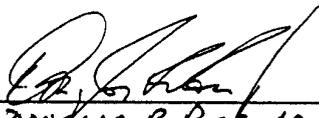
NOW, THEREFORE, the undersigned declares and states as follows:

1. As to the Exhibit A Property, IPB designates Prestwick as the Successor Declarant, and assigns to Prestwick, as to said Exhibit A Property, all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

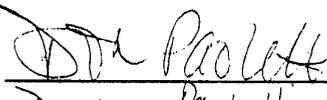
2. Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is August 20, 1998.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.



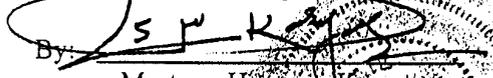
Douglas R. Ross, Jr.



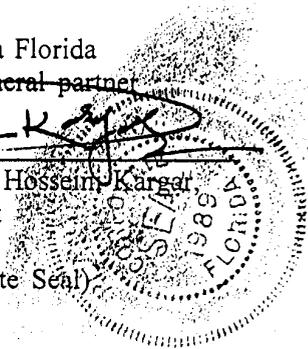
Doreen Paolotti

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner


By: _____
Morteza Hosseini Kargat
President

(Corporate Seal)



Book: 4513
Page: 682

[Signature]

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

[Signature]

By: MHK of Volusia County, Inc., a
Florida corporation, general partner

[Signature]

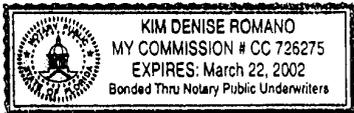
Morteza Hosseini-Kargar,
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

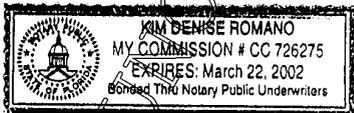
My Commission Expires: _____

Title/Rank: _____
Commission Number: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of Intervest at Plantation Bay, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____
Commission Number: _____

Book: 4513
Page: 683

EXHIBIT "A"

Book: 4341
Page: 4655
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 184 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

Instrument # 98162293
Book: 4341
Page: 4656

Book: 4513
Page: 684

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 1)

This instrument executed this 20 day of August, 1998, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick at Plantation Bay has, by instrument recorded on even date herewith in the public records of Volusia County, Florida, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Successor Declarant hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

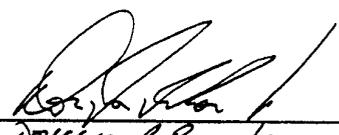
Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick at Plantation Bay has caused these presents to be executed under seal by its duly authorized general partner.

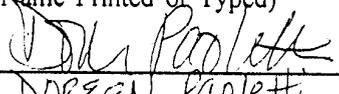
Witnesses:

PRESTWICK AT PLANTATION
BAY, a Florida general partnership

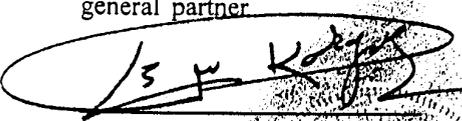
By: MHK of Volusia County, Inc.,
a Florida corporation, as
general partner



DOUGLAS R. ROSS JR.
(Name Printed or Typed)



DOREEN PAOLETTI
(Name Printed or Typed)



Morteza Hosseini-Kargar,
President

(Corporate Seal)

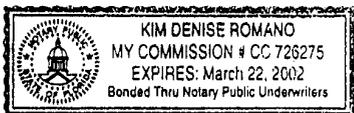


BOOK: 4513
Page: 685

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of Prestwick at Plantation Bay, a Florida general partnership on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

UNOFFICIAL DOCUMENT

Book: 4513
Page: 686
Diane M. Matousek
Volusia County, Clerk of Court

DAVID L. A.

Book: 4341
Page: 4658
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 730.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST-LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

(A)

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 3)

This instrument executed this 5th day of June, 2003, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a tree permitting fee in the amount of \$84.65 for each residential lot platted on Exhibit "A" must be paid to Volusia County by the purchaser of such lot concurrent with the submittal of a building permit application and that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

Signed, sealed and delivered in the presence of:

PRESTWICK AT PLANTATION BAY, a Florida General Partnership

By: MHK of Volusia County, Inc. a Florida Corporation, General Partner

By: Cynthia C. Jones
Cynthia C. Jones, President

Trish L. Mohr
Printed Name: Trish L. Mohr

Address: 2359 Beville Road
Daytona Beach, FL 32119

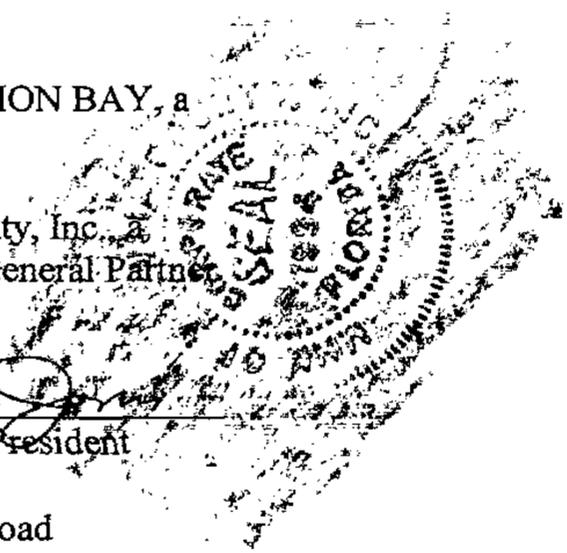
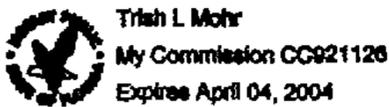
Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5 day of JUNE, 2003, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification.

My Commission Expires:

Trish L. Mohr
Notary Public
Printed Name: Trish L. Mohr
Commission No.:



BOOK: 5095
PAGE: 3711
Diane M. Matousek
Volusia County, Clerk of Court

E X H I B I T A

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA

COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 66, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 THE FOLLOWING 6 COURSES:

NORTH 37°00'00" WEST, 440.46 FEET; THENCE SOUTH 53°00'00" WEST, 144.00 FEET; THENCE NORTH 37°00'00" WEST, 69.10 FEET; THENCE NORTH 53°00'00" EAST, 180.00 FEET; THENCE NORTH 37°00'00" WEST, 75.55 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 490.24 FEET, A CENTRAL ANGLE OF 34°14'42" AND A CHORD BEARING OF NORTH 19°52'54" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 293.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 32°32'09" AND A CHORD BEARING OF NORTH 56°28'00" EAST; THENCE CONTINUE EASTERLY ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 AND THE EASTERLY EXTENSION THEREOF, ALONG THE ARC OF SAID CURVE, 371.95 FEET; THENCE NORTH 40°11'55" EAST, 830.27 FEET; THENCE NORTH 59°37'36" EAST, 132.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 56°36'47" AND A CHORD BEARING OF NORTH 31°44'49" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 231.21 FEET; THENCE NORTH 75°30'05" EAST, 1208.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY LINE, SOUTH 40°11'55" WEST, 1372.50 FEET; THENCE SOUTH 20°18'13" EAST, 126.38 FEET; THENCE SOUTH 40°11'55" WEST, 950.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 12°48'05" AND A CHORD BEARING OF SOUTH 46°35'58" WEST; THENCE WESTERLY ALONG SAID CURVE, 170.92 FEET; THENCE SOUTH 53°00'00" WEST, 280.65 FEET; THENCE NORTH 37°00'00" WEST, 29.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,736,584 SQUARE FEET = 39.87 ACRES, MORE OR LESS.

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section ID-V, Unit 3)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

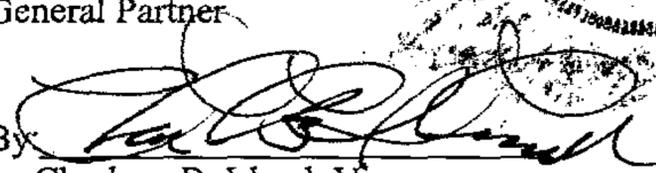
3. The effective date of this designation is June 5th, 2003.

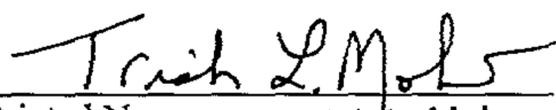
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

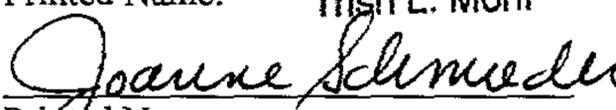
Signed, sealed and delivered
in the presence of:

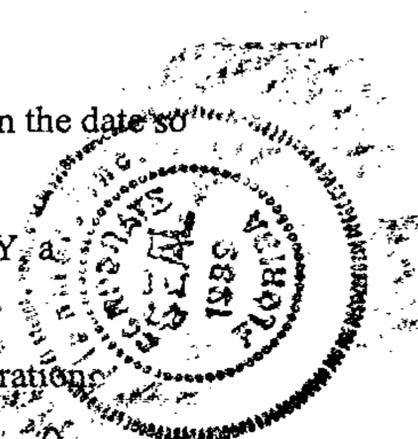
INTERVEST AT PLANTATION BAY, a
Florida Partnership

By: PlanMor, Inc., a Florida Corporation
General Partner

By: 
Charlene B. Irland, Vice
President


Printed Name: Trish L. Mohr

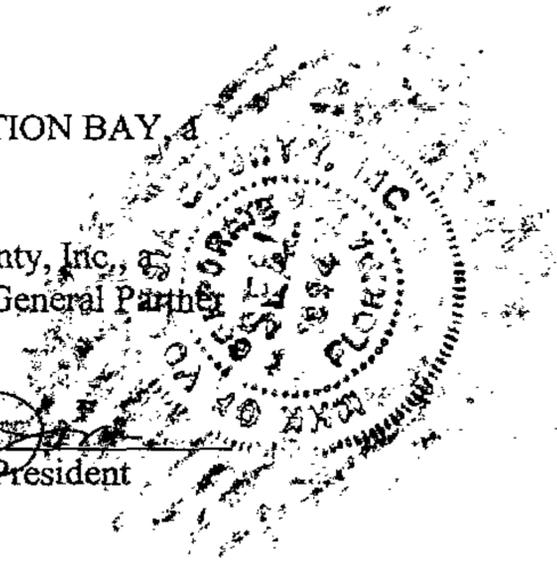

Printed Name: JOANNE SCHMIEDER



PRESTWICK AT PLANTATION BAY
Florida Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner

By: Cynthia C. Jones
Cynthia C. Jones, President



Trish L. Mohr
Printed Name:

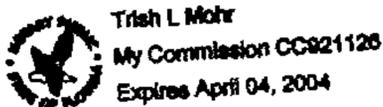
Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5 day of
JUNE, 2003, by Charlene B. Irland, Vice President of PlanMor, Inc., a Florida
Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of
said Partnership. She is personally known to me or has produced _____
as identification and has not taken an oath.

My Commission Expires:

Trish L. Mohr
Notary Public Trish L. Mohr
Printed Name:
Commission No.:

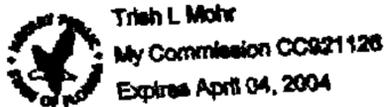


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5 day of
JUNE, 2003, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a
Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on
behalf of said Partnership. She is personally known to me or has produced
_____ as identification and has not taken an oath.

My Commission Expires:

Trish L. Mohr
Notary Public Trish L. Mohr
Printed Name:
Commission No.:



BOOK: 5095
PAGE: 3714

Diane M. Matousek
Volusia County, Clerk of Court

E X H I B I T A

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 66, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 THE FOLLOWING 6 COURSES:
NORTH 37°00'00" WEST, 440.46 FEET; THENCE SOUTH 53°00'00" WEST, 144.00 FEET; THENCE NORTH 37°00'00" WEST, 69.10 FEET; THENCE NORTH 53°00'00" EAST, 180.00 FEET; THENCE NORTH 37°00'00" WEST, 75.55 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 490.24 FEET, A CENTRAL ANGLE OF 34°14'42" AND A CHORD BEARING OF NORTH 19°52'54" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 293.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 32°32'09" AND A CHORD BEARING OF NORTH 56°28'00" EAST; THENCE CONTINUE EASTERLY ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 AND THE EASTERLY EXTENSION THEREOF, ALONG THE ARC OF SAID CURVE, 371.95 FEET; THENCE NORTH 40°11'55" EAST, 830.27 FEET; THENCE NORTH 59°37'36" EAST, 132.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 56°36'47" AND A CHORD BEARING OF NORTH 31°44'49" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 231.21 FEET; THENCE NORTH 75°30'05" EAST, 1208.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY LINE, SOUTH 40°11'55" WEST, 1372.50 FEET; THENCE SOUTH 20°18'13" EAST, 126.38 FEET; THENCE SOUTH 40°11'55" WEST, 950.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 12°48'05" AND A CHORD BEARING OF SOUTH 46°35'58" WEST; THENCE WESTERLY ALONG SAID CURVE, 170.92 FEET; THENCE SOUTH 53°00'00" WEST, 280.65 FEET; THENCE NORTH 37°00'00" WEST, 29.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,736,584 SQUARE FEET = 39.87 ACRES, MORE OR LESS.

Prepared by and Return to:

Caroline Rogers Nichols, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202

**TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PLANTATION BAY**

**THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY** is made effective
~~DECEMBER 12~~, 2003, by **INTERVEST AT PLANTATION BAY**, a Florida general partnership
(IPB), **PLANMOR, INC.**, a Florida corporation (PlanMor) and **PRESTWICK AT PLANTATION
BAY**, a Florida general partnership (Prestwick).

RECITALS:

A. IPB, PlanMor and Prestwick have been designated Successor Declarants under the terms of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded in Official Records Book 3005, at Page 74 of the public records of Volusia County, Florida, and in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, as subsequently amended (together, the Declaration).

B. As of the date hereof, the Declarant has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc., a Florida non-profit corporation (the Association).

C. The Declarant intends to hereby amend the Declaration as more particularly described hereafter, and has the right to so amend the Declaration without the consent or joinder of any other party pursuant to Section 13.02 of the Declaration.

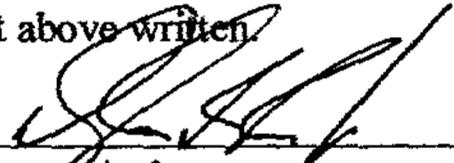
NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

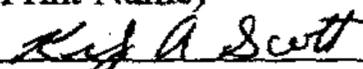
1. The Declarant confirms that the above-stated recitals are true and correct.
2. Section 10.08 of the Declaration is hereby amended in its entirety as follows:

10.08 Capitalization of the Association. Upon acquisition of record title to an improved or unimproved Residential Unit from Declarant or an improved or unimproved Residential Unit from any Owner other than Declarant, each Owner acquiring such Residential Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual General Assessment for that Residential Unit, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Unit and shall be disbursed to the Association.

3. Except as specifically amended hereby, all terms and provisions of the Declaration as amended prior to the date hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Tenth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay to be executed as of the date and year first above written.

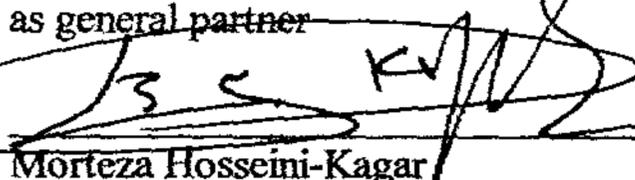


Douglas Ross, Jr.
(Print Name)


Kimberly A. Scott
(Print Name)

INTERVEST AT PLANTATION BAY, a Florida partnership

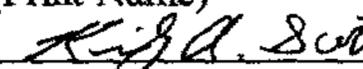
By: PlanMor, Inc., a Florida corporation, as general partner

By: 

Morteza Hosseini-Kagar
President

[CORPORATE SEAL]



Douglas Ross, Jr.
(Print Name)


Kimberly A. Scott
(Print Name)

PLANMOR, INC., a Florida corporation

By: 

Morteza Hosseini-Kagar
President

[Signature]
Douglas R. Ross, Jr.
(Print Name)
Kimberly A. Scott
Kimberly A. Scott
(Print Name)

**PRESTWICK AT PLANTATION BAY, a
Florida general partnership**

By: MHK of Volusia County, Inc., a
Florida corporation, as general partner

By: *[Signature]*
Morteza Hosseini-Kagar
President

STATE OF FLORIDA }
 }SS
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 12 day of DECEMBER, 2003,
by Morteza Hosseini-Kagar, as President of PlanMor, Inc., a Florida corporation, as general partner
of **INTERVEST AT PLANTATION BAY**, a Florida partnership, on behalf of the partnership.

Trish L. Mohr
(Print Name Trish L. Mohr)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

 Trish L. Mohr
My Commission CC921125
Expires April 04, 2004

12/27/2005 08:50 AM
Instrument# 2005-356040 # 1
Book: 5732
Page: 2925

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Unplatted 16.23 Acre Parcel)

This instrument executed this 22ND day of December, 2005, is executed by **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company ("PBCC"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PBCC, by instrument recorded on even date herewith, is the assignees of the right of the Successor Declarant, Intervest at Plantation Bay, a Florida general partnership ("IPB"), to annex the real property described on Exhibit A attached hereto and made a part hereof to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"), and

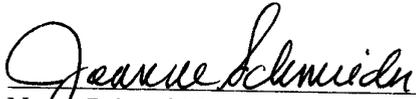
WHEREAS, by virtue of such assignment, PBCC has the authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

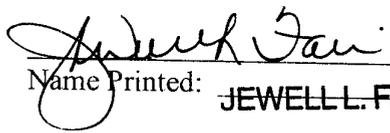
WHEREAS, PBCC desires and intends to annex, and to subject to the provisions of the Declaration and to the jurisdiction of Plantation Bay Community Association, Inc., a Florida non-profit corporation ("PBCA"), the Property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, PBCC hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of PBCA, and to all of the terms and conditions of the Declaration, as if said real property were originally set forth therein. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

IN WITNESS WHEREOF, PBCC has caused these presents to be executed as of the year first above written.

Signed, sealed and delivered
in the presence of:


Name Printed: JOANNE SCHMIEDER

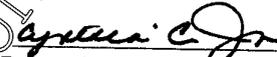

Name Printed: JEWELL L. FAIR

PLANTATION BAY COUNTRY CLUB, LLC, a Florida limited liability company

By: Prestwick Management, L.L.C., a Florida limited liability company, as managing member

By: Prestwick at Plantation Bay, a Florida general partnership, as managing member

By: MHK of Volusia County, Inc., a Florida corporation, as managing partner

By: 
Name Printed: Cynthia C. Jones
Title: President

UNOFFICIAL DOCUMENT

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Cynthia C Jones, as President of MHK of Volusia County, Inc., a Florida corporation, as managing partner of Prestwick at Plantation Bay, a Florida general partnership, as managing member of Prestwick Management, L.L.C., a Florida limited liability company, as managing member of **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company, on behalf of the company.

Jewell L. Fair
Print Name _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____ or
Produced F.D. _____
[Check one of the above]
Type of Identification Produced _____

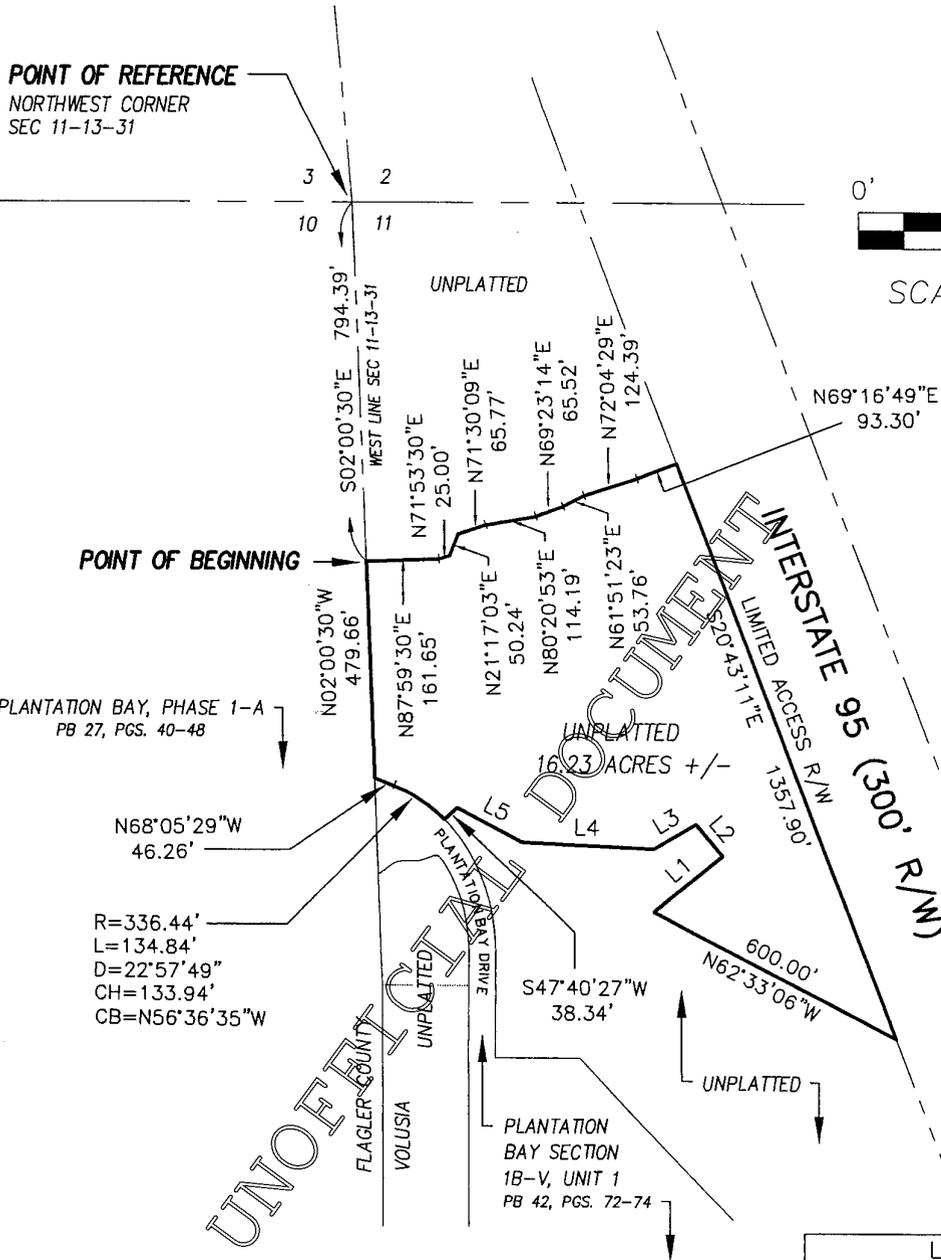


UNOFFICIAL DOCUMENT

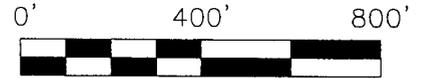
SKETCH AND DESCRIPTION

Instrument# 2005-356040 # 4
 Book: 5732
 Page: 2928

THIS SPACE RESERVED FOR RECORDING INFORMATION



NORTH ARROW



SCALE 1" = 400'

M:\land projects T2002\T2110IC1\dwg\2110SL1A.dwg 12/14/2005 8:38:36 AM EST

R=336.44'
 L=134.84'
 D=22°57'49"
 CH=133.94'
 CB=N56°36'35"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	195.60	N50°29'08"E
L2	91.08	N39°57'07"W
L3	106.47	S59°44'39"W
L4	298.05	N87°20'54"W
L5	161.83	N62°33'06"W

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.

THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.



TOMOKA ENGINEERING
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1600 Fax: 386-274-1602
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION
 EXHIBIT "A"

PROJECT NO.	T2110IC1
DWG REF	2110SL1A.DWG
DATE:	12/14/2005
SHEET NO.	1 OF 2

SKETCH AND DESCRIPTION

Instrument# 2005-356040 # 5
Book: 5732
Page: 2929
Diane M. Matousek
Volusia County, Clerk of Court

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 11 FOR A POINT OF REFERENCE; THENCE S02°00'30"E ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 11 (SAME BEING THE EAST LINE OF PLANTATION BAY, PHASE 1-A, PER PLAT BOOK 27, PAGES 40-48, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALSO BEING THE VOLUSIA-FLAGLER COUNTY LINE) FOR A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SECTION LINE N87°59'30"E FOR A DISTANCE OF 161.65 FEET; THENCE N71°53'30"E FOR A DISTANCE OF 25.00 FEET; THENCE N21°17'03"E FOR A DISTANCE OF 50.24 FEET; THENCE N71°30'09"E FOR A DISTANCE OF 65.77 FEET; THENCE N80°20'53"E FOR A DISTANCE OF 114.19 FEET; THENCE N69°23'14"E FOR A DISTANCE OF 65.52 FEET; THENCE N61°51'23"E FOR A DISTANCE OF 53.76 FEET; THENCE N72°04'29"E FOR A DISTANCE OF 124.39 FEET; THENCE N69°16'49"E FOR A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT WIDE LIMITED ACCESS RIGHT-OF-WAY); THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1357.90 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE N62°33'06"W FOR A DISTANCE OF 600.00 FEET; THENCE N50°29'08"E FOR A DISTANCE OF 195.60 FEET; THENCE N39°57'07"W FOR A DISTANCE OF 91.08 FEET; THENCE S59°44'39"W FOR A DISTANCE OF 106.47 FEET; THENCE N87°20'54"W FOR A DISTANCE OF 298.05 FEET; THENCE N62°33'06"W FOR A DISTANCE OF 161.83 FEET; THENCE S47°40'27"W FOR A DISTANCE OF 38.34 FEET TO THE NORTHERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT WIDE INGRESS & EGRESS, DRAINAGE & UTILITY EASEMENT) PER THE PLAT OF PLANTATION BAY, SECTION 1B-V, UNIT 1, AS RECORDED IN PLAT BOOK 42, PAGES 72-74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A NON-TANGENT CURVE; THENCE NORTHWESTERLY 134.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 336.44 FEET, A CENTRAL ANGLE OF 22°57'49", A CHORD BEARING OF N56°36'35"W AND A CHORD DISTANCE OF 133.94 FEET TO A POINT OF TANGENCY; THENCE N68°05'29"W FOR A DISTANCE OF 46.26 FEET TO THE AFOREMENTIONED WEST LINE OF GOVERNMENT SECTION 11; THENCE DEPARTING SAID NORTHERLY LINE OF PLANTATION BAY DRIVE N02°00'30"W ALONG SAID WEST LINE OF GOVERNMENT SECTION 11 FOR A DISTANCE OF 479.65 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 16.23 ACRES, MORE OR LESS.

W:\TOMOKA\D\@JOB-DOC\@T2002\T2110ICI PLAN BAY DRIVE\2110SL1A LEGAL.DOC

NOTES:

1. BASIS OF BEARINGS: WEST LINE OF GOVERNMENT SECTION 11, TOWNSHIP 13S, RANGE 31E BEING N02°00'30"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, ETC. NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK FURNISHED FOR THIS OR ADJACENT SITES).
3. THIS IS NOT A BOUNDARY SURVEY.

LEGEND/ABBREVIATIONS:

- R/W - RIGHT-OF-WAY
- D - DELTA (CENTRAL ANGLE)
- R - RADIUS
- L - ARC LENGTH
- CH - CHORD
- CB - CHORD BEARING
- MB - MAP BOOK
- ORB - OFFICIAL RECORDS BOOK
- PG - PAGE

SIGNED:

Kenneth J. Kuhar
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION EXHIBIT "A"

PROJECT NO.	T2110ICI
DWG REF	2110SL1A.DWG
DATE:	12/14/2005
SHEET NO.	2 OF 2



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office. This

27th day of Dec, A.D. 2005
Clerk of Circuit and County Court

By: *Melvin Seay*
Deputy Clerk

Prepared by and Return to:

Caroline R. Nichols, Esquire
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY

THIS NINTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective January 12th, 2004, by **INTERVEST AT PLANTATION BAY**, a Florida partnership ("IPB"), **PLANMOR, INC.**, a Florida corporation ("PlanMor") and **PRESTWICK AT PLANTATION BAY**, a Florida general partnership ("Prestwick") (IPB, PlanMor and Prestwick may sometimes hereinafter be collectively referred to as "Declarant").

RECITALS:

A. IPB, PlanMor and Prestwick have been designated Successor Declarants under the terms of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, recorded in Official Records Book 3005, at Page 74 of the public records of Volusia County, Florida, and in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, as amended from time to time (together, the "Declaration").

B. As of the date hereof, the Declarant has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc., a Florida non-profit corporation (the "Association").

C. Declarant intends to hereby amend the Declaration as more particularly described hereafter, and has the right to so amend the Declaration without the consent or joinder of any other party pursuant to Section 13.02 of the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Declarant confirms that the above stated recitals are true and correct.
2. The first four sentences of the first paragraph of Article XII, Section 12.02 of the Declaration are hereby deleted in their entirety and replaced with the following:

Section 12.02. Restrictive Covenants for Residential Units. No Residential Unit shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, trade, or business of any kind, including professional office use, on any portion of any Residential Unit. No single family, detached Residential Unit

or other improvement located on any Lot shall be leased for a term of less than six (6) months, and no condominium or attached Residential Unit shall be leased for a term of less than three (3) months. No single family, detached Residential Unit, dwelling, or improvements may be leased for more than two (2) times in any calendar year. No condominium or attached Residential Unit, dwelling, or improvements may be leased for more than three (3) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease. No building shall be erected, altered, placed or permitted to remain on any Unit except those approved in accordance with Article XI hereof, the CDC-LUS, and the following general restrictions:

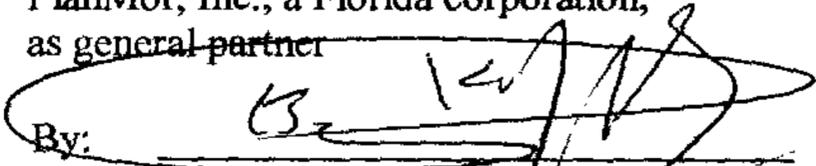
3. Except as specifically amended hereby, all terms and provisions of the Declaration as amended prior to the date hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Ninth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay to be executed as of the date and year first above written.

Nicole Keeley
NICOLE KEELEY
(Print Name)
Kimberly A. Scott
Kimberly A. Scott
(Print Name)

INTERVEST AT PLANTATION BAY, a
Florida partnership

By: **PlanMor, Inc., a Florida corporation,**
as general partner

By: 
Morteza Hosseini-Kagar
President

[CORPORATE SEAL]

Nicole Keeley

(Print Name) **NICOLE KEELEY**

Kimberly A. Scott

(Print Name) **Kimberly A. Scott**

PLANMOR, INC., a Florida corporation

By: Morteza Hosseini-Kagar
Morteza Hosseini-Kagar
President

Nicole Keeley
NICOLE KEELEY

(Print Name)

Kimberly A. Scott

(Print Name) **Kimberly A. Scott**

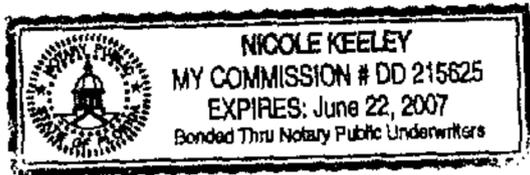
**PRESTWICK AT PLANTATION BAY, a
Florida general partnership**

By: **MHK of Volusia County, Inc., a
Florida corporation, as general partner**

By: Morteza Hosseini-Kagar
Morteza Hosseini-Kagar
President

STATE OF FLORIDA }
 }SS
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 12th day of January, 2004, by Morteza Hosseini-Kagar, as President of PlanMor, Inc., a Florida corporation, as general partner of **INTERVEST AT PLANTATION BAY**, a Florida partnership, on behalf of the partnership.



Nicole Keeley
(Print Name) **NICOLE KEELEY**

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____

STATE OF FLORIDA }
COUNTY OF Volusia } SS

The foregoing instrument was acknowledged before me this 12th day of January 2004, by Morteza Hosseini-Kagar, as President of **PLANMOR**, a Florida corporation, on behalf of the corporation.



Nicole Keeley
(Print Name NICOLE KEELEY)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known
or Produced I.D.: _____
[check one of the above]
Type of Identification Produced _____

STATE OF FLORIDA }
COUNTY OF Volusia } SS

The foregoing instrument was acknowledged before me this 12th day of January 2004, by Morteza Hosseini-Kagar, as President of **MHK of Volusia County, Inc.**, a Florida corporation, as general partner of **PRESTWICK AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership.



Nicole Keeley
(Print Name NICOLE KEELEY)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known
or Produced I.D.: _____
[check one of the above]
Type of Identification Produced _____

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section 2E-V, Unit 1)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

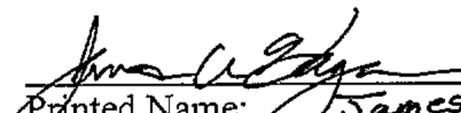
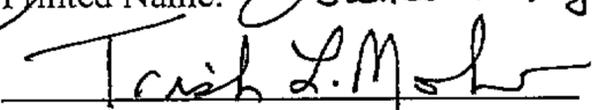
1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is April 20th, 2004.

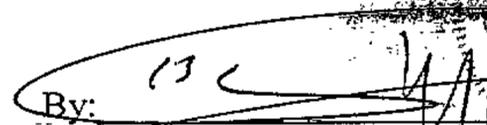
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

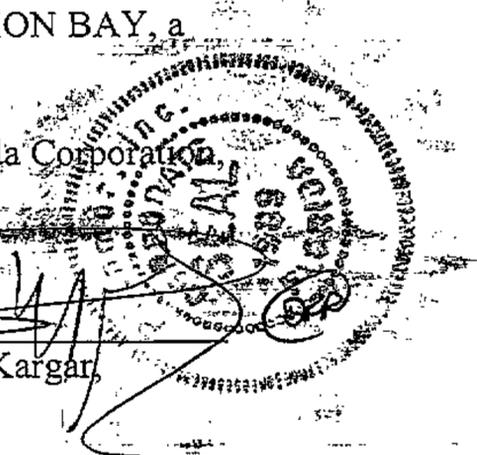
Signed, sealed and delivered
in the presence of:

INTERVEST AT PLANTATION BAY, a
Florida Partnership

By: PlanMor, Inc., a Florida Corporation,
General Partner


Printed Name: James A. Hagan

Printed Name: Trish L. Mohr

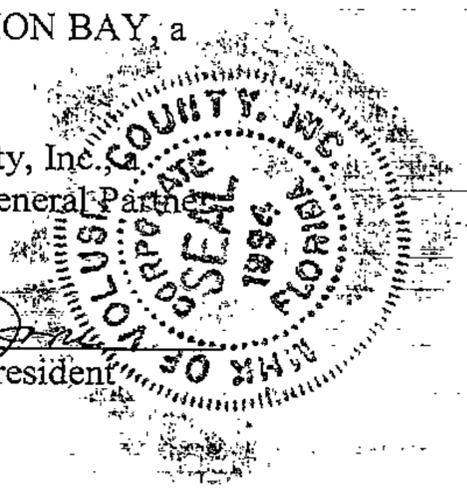
By: 
Morteza Hosseini-Kargar,
President



PRESTWICK AT PLANTATION BAY, a
Florida Partnership

By: MHK of Volusia County, Inc.,
Florida Corporation, General Partner

By: Cynthia C. Jones
Cynthia C. Jones, President



James A. Hagan
Printed Name: James A. Hagan

Trish L. Mohr
Printed Name: Trish L. Mohr

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of
APRIL, 2004, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida
Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of
said Partnership. He is personally known to me or has produced _____
as identification and has not taken an oath.

My Commission Expires:

Trish L. Mohr
Notary Public

Printed Name: Trish L. Mohr

Commission No.:



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of
APRIL, 2004, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a
Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on
behalf of said Partnership. She is personally known to me or has produced _____
as identification and has not taken an oath.

My Commission Expires:

Trish L. Mohr
Notary Public

Printed Name: Trish L. Mohr

Commission No.:



EXHIBIT A

PB 2EV-1 LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION OF TRACT "C", PLANTATION BAY SECTION 1E-V, UNIT 2, AS RECORDED IN MAP BOOK 49, PAGES 57-61, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY MOST CORNER OF TRACT "A", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE S56°35'26"W, ALONG THE NORTHERLY LINE OF SAID TRACT "A", 502.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE EASTERLY LINE OF TRACT "A", PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF SAID PUBLIC RECORDS; THENCE N33°24'34"W, ALONG SAID EASTERLY LINE OF TRACT "A", 109.01 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 33°28'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 332.99 FEET; THENCE N00°03'45"E, 411.76 FEET; THENCE DEPARTING SAID EASTERLY LINE, N76°27'46"E, 786.12 FEET; THENCE N24°28'42"W, 310.00 FEET; THENCE N65°31'18"E, 26.74 FEET; THENCE N53°20'49"W, 285.65 FEET; THENCE N40°11'55"E, 899.35 FEET; THENCE S35°10'12"E, 1,163.49 FEET; THENCE S78°38'14"E, 68.69 FEET; THENCE S63°52'15"E, 140.00 FEET; THENCE S67°03'26"E, 50.07 FEET; THENCE S78°51'51"E, 93.56 FEET; THENCE S71°52'57"E, 49.36 FEET; THENCE S48°06'25"E, 745.31 FEET; THENCE S52°42'22"E, 489.17 FEET; THENCE S69°16'49"W, 1,100.75 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE S34°55'51"W, 50.55 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE N46°37'51"W, 8.00 FEET; THENCE S70°47'13"W, 306.19 FEET TO THE EASTERLY LINE OF TRACT "C", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE N47°37'10"W, ALONG SAID EASTERLY LINE, 790.66 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE N52°01'10"W, 248.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 13°00'15" AND A CHORD BEARING OF S63°05'34"W, THENCE DEPART SAID EASTERLY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 73.76 FEET TO THE NORTHERLY LINE OF SAID TRACT "C", PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE S56°35'26"W ALONG SAID NORTHERLY LINE, 5.03 FEET TO THE EASTERLY LINE OF SAID TRACT "A"; THENCE N33°24'34"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80.541 ACRES, MORE OR LESS.

01/27/2004 08:29 AM
Instrument# 2004-018637
Book: 5248
Page: 535

Prepared by and Return to:

Caroline R. Nichols, Esquire
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY

THIS NINTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective January 12th, 2004, by **INTERVEST AT PLANTATION BAY**, a Florida partnership ("IPB"), **PLANMOR, INC.**, a Florida corporation ("PlanMor") and **PRESTWICK AT PLANTATION BAY**, a Florida general partnership ("Prestwick") (IPB, PlanMor and Prestwick may sometimes hereinafter be collectively referred to as "Declarant").

RECITALS:

A. IPB, PlanMor and Prestwick have been designated Successor Declarants under the terms of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, recorded in Official Records Book 3005, at Page 74 of the public records of Volusia County, Florida, and in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, as amended from time to time (together, the "Declaration").

B. As of the date hereof, the Declarant has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc., a Florida non-profit corporation (the "Association").

C. Declarant intends to hereby amend the Declaration as more particularly described hereafter, and has the right to so amend the Declaration without the consent or joinder of any other party pursuant to Section 13.02 of the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Declarant confirms that the above stated recitals are true and correct.
2. The first four sentences of the first paragraph of Article XII, Section 12.02 of the Declaration are hereby deleted in their entirety and replaced with the following:

Section 12.02. Restrictive Covenants for Residential Units. No Residential Unit shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, trade, or business of any kind, including professional office use, on any portion of any Residential Unit. No single family, detached Residential Unit

or other improvement located on any Lot shall be leased for a term of less than six (6) months, and no condominium or attached Residential Unit shall be leased for a term of less than three (3) months. No single family, detached Residential Unit, dwelling, or improvements may be leased for more than two (2) times in any calendar year. No condominium or attached Residential Unit, dwelling, or improvements may be leased for more than three (3) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease. No building shall be erected, altered, placed or permitted to remain on any Unit except those approved in accordance with Article XI hereof, the CDC-LUS, and the following general restrictions:

3. Except as specifically amended hereby, all terms and provisions of the Declaration as amended prior to the date hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Ninth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay to be executed as of the date and year first above written.

Nicole Keeley
NICOLE KEELEY
(Print Name)
Kimberly A. Scott
Kimberly A. Scott
(Print Name)

INTERVEST AT PLANTATION BAY, a
Florida partnership

By: ~~PlanMor, Inc.~~, a Florida corporation,
as general partner

Morteza Hosseini-Kagar
President

[CORPORATE SEAL]

DOCUMENT

UNOFFICIAL

Nicole Keeley

(Print Name) **NICOLE KEELEY**

Kimberly A. Scott
Kimberly A. Scott
(Print Name)

PLANMOR, INC., a Florida corporation

By: Morteza Hosseini-Kagar
Morteza Hosseini-Kagar
President

Nicole Keeley
NICOLE KEELEY

(Print Name)
Kimberly A. Scott
Kimberly A. Scott
(Print Name)

PRESTWICK AT PLANTATION BAY, a Florida general partnership

By: **MHK of Volusia County, Inc.**, a Florida corporation, as general partner
By: Morteza Hosseini-Kagar
Morteza Hosseini-Kagar
President

STATE OF FLORIDA }
COUNTY OF Volusia } SS

The foregoing instrument was acknowledged before me this 12th day of January, 2004, by Morteza Hosseini-Kagar, as President of **PlanMor, Inc.**, a Florida corporation, as general partner of **INTERVEST AT PLANTATION BAY**, a Florida partnership, on behalf of the partnership.



Nicole Keeley
(Print Name) **NICOLE KEELEY**
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

UNOFFICIAL INSTRUMENT

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 2E-V, Unit 1)

This instrument executed this 20 day of APRIL, 2004, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

Signed, sealed and delivered in the presence of:

PRESTWICK AT PLANTATION BAY, a Florida General Partnership

By: MHK of Volusia County, Inc. Florida Corporation, General Partner

By: Cynthia C. Jones
Cynthia C. Jones, President



James A. Hagan
Printed Name: James A. Hagan

Address: 2359 Beville Road
Daytona Beach, FL 32119

Trish L. Mohr
Printed Name: Trish L. Mohr

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of APRIL, 2004, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification.

My Commission Expires:

Trish L. Mohr
Notary Public
Printed Name: Trish L. Mohr
Commission No.:



EXHIBIT A

PB 2EV-1 LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION OF TRACT "C", PLANTATION BAY SECTION 1E-V, UNIT 2, AS RECORDED IN MAP BOOK 49, PAGES 57-61, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY MOST CORNER OF TRACT "A", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE S56°35'26"W, ALONG THE NORTHERLY LINE OF SAID TRACT "A", 502.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE EASTERLY LINE OF TRACT "A", PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF SAID PUBLIC RECORDS; THENCE N33°24'34"W, ALONG SAID EASTERLY LINE OF TRACT "A", 109.01 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 33°28'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 332.99 FEET; THENCE N00°03'45"E, 411.76 FEET; THENCE DEPARTING SAID EASTERLY LINE, N76°27'46"E, 786.12 FEET; THENCE N24°28'42"W, 310.00 FEET; THENCE N65°31'18"E, 26.74 FEET; THENCE N53°20'49"W, 285.65 FEET; THENCE N40°11'55"E, 899.35 FEET; THENCE S35°10'12"E, 1,163.49 FEET; THENCE S78°38'14"E, 68.69 FEET; THENCE S63°52'15"E, 140.00 FEET; THENCE S67°03'26"E, 50.07 FEET; THENCE S78°51'51"E, 93.56 FEET; THENCE S71°52'57"E, 49.36 FEET; THENCE S48°06'25"E, 745.31 FEET; THENCE S52°42'22"E, 489.17 FEET; THENCE S69°16'49"W, 1,100.75 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE S34°55'51"W, 50.55 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE N46°37'51"W, 8.00 FEET; THENCE S70°47'13"W, 306.19 FEET TO THE EASTERLY LINE OF TRACT "C", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE N47°37'10"W, ALONG SAID EASTERLY LINE, 790.66 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE N52°01'10"W, 248.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 13°00'15" AND A CHORD BEARING OF S63°05'34"W, THENCE DEPART SAID EASTERLY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 73.76 FEET TO THE NORTHERLY LINE OF SAID TRACT "C", PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE S56°35'26"W ALONG SAID NORTHERLY LINE, 5.03 FEET TO THE EASTERLY LINE OF SAID TRACT "A"; THENCE N33°24'34"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80.541 ACRES, MORE OR LESS.

01/23/2004 02:51 PM
Instrument# 2004-017197
Book: 5247
Page: 655

Prepared by and Return to:

Caroline Rogers Nichols, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202

**TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PLANTATION BAY**

**THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY** is made effective
~~December 12, 2003~~, by **INTERVEST AT PLANTATION BAY**, a Florida general partnership
(IPB), **PLANMOR, INC.**, a Florida corporation (PlanMor) and **PRESTWICK AT PLANTATION
BAY**, a Florida general partnership (Prestwick).

RECITALS:

A. IPB, PlanMor and Prestwick have been designated Successor Declarants under the terms of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded in Official Records Book 3005, at Page 74 of the public records of Volusia County, Florida, and in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, as subsequently amended (together, the Declaration).

B. As of the date hereof, the Declarant has the right to appoint a majority of the Board of Directors of Plantation Bay Community Association, Inc., a Florida non-profit corporation (the Association).

C. The Declarant intends to hereby amend the Declaration as more particularly described hereafter, and has the right to so amend the Declaration without the consent or joinder of any other party pursuant to Section 13.02 of the Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

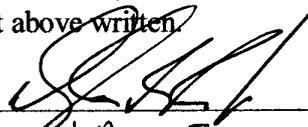
1. The Declarant confirms that the above-stated recitals are true and correct.
2. Section 10.08 of the Declaration is hereby amended in its entirety as follows:

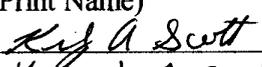
10.08 Capitalization of the Association. Upon acquisition of record title to an improved or unimproved Residential Unit from Declarant or an improved or unimproved Residential Unit from any Owner other than Declarant, each Owner acquiring such Residential Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual General Assessment for that Residential Unit, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Unit and shall be disbursed to the Association.

{00094197.DOC.3}

3. Except as specifically amended hereby, all terms and provisions of the Declaration as amended prior to the date hereof shall remain in full force and effect.

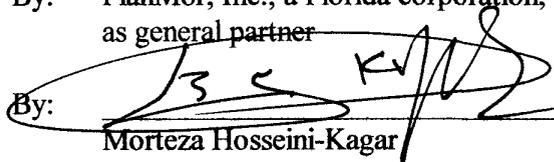
IN WITNESS WHEREOF, the Declarant has caused this Tenth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay to be executed as of the date and year first above written.



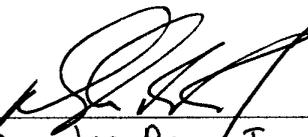
Douglas Ross, Jr.
(Print Name)


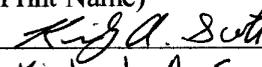
Kimberly A. Scott
(Print Name)

INTERVEST AT PLANTATION BAY, a Florida partnership

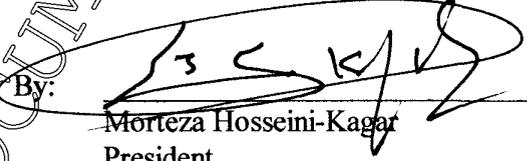
By: PlanMor, Inc., a Florida corporation,
as general partner

By: _____
Morteza Hosseini-Kagar
President

[CORPORATE SEAL]



Douglas Ross, Jr.
(Print Name)


Kimberly A. Scott
(Print Name)

PLANMOR, INC., a Florida corporation

By: _____
Morteza Hosseini-Kagar
President

UNOFFICIAL DOCUMENT

[Signature]
Douglas R. Ross, Jr.
(Print Name)
[Signature]
Kimberly A. Scott
(Print Name)

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

By: MHK of Volusia County, Inc., a
Florida corporation, as general partner

By: *[Signature]*
Morteza Hosseini-Kagar
President

STATE OF FLORIDA }
 }SS
COUNTY OF Volusia }

The foregoing instrument was acknowledged before me this 12 day of December, 2003,
by Morteza Hosseini-Kagar, as President of PlanMor, Inc., a Florida corporation, as general partner
of **INTERVEST AT PLANTATION BAY**, a Florida partnership, on behalf of the partnership.

[Signature]
(Print Name T. L. Mohr)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

T. L. Mohr
My Commission 00011128
Expires April 04, 2004

UNOFFICIAL

STATE OF FLORIDA }
 }SS
COUNTY OF Volusia }

The foregoing instrument was acknowledged before me this 12 day of December, 2003, by Morteza Hosseini-Kagar, as President of **PLANMOR**, a Florida corporation, on behalf of the corporation.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



STATE OF FLORIDA }
 }SS
COUNTY OF Volusia }

The foregoing instrument was acknowledged before me this 12 day of December, 2003, by Morteza Hosseini-Kagar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of **PRESTWICK AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



UNOFFICIAL DOCUMENT

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section 2E-V, Unit 2)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is February 15th, 2005.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered
in the presence of:

INTERVEST AT PLANTATION BAY, a
Florida Partnership

By: PlanMor, Inc., a Florida Corporation,
General Partner

Joanne Schmieder
Printed Name: **JOANNE SCHMIEDER**

By: [Signature]
Morteza Hosseini-Kargar,
President

Nicole Keeley
Printed Name: **NICOLE KEELEY**

PRESTWICK AT PLANTATION BAY, a
Florida Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner

Joanne Schmieder
Printed Name: **JOANNE SCHMIEDER**

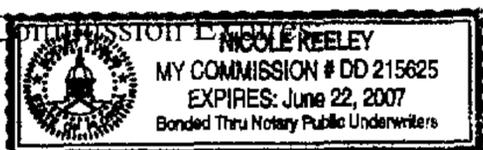
By: [Signature]
Cynthia C. Jones, President

Nicole Keeley
Printed Name: **NICOLE KEELEY**

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of February, 2005, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:

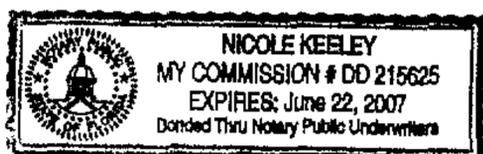


Nicole Keeley
Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of February, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:



Nicole Keeley
Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PLANTATION BAY, SECTION 1E-V, UNIT 3 AS RECORDED IN MAP BOOK 49, PAGES 166-170 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PLANTATION BAY, SECTION 1E-V, UNIT 2 AS RECORDED IN MAP BOOK 49, PAGES 57-61, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 1E-V, UNIT 2, N44°34'28"W 287.93 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, N45°25'32"E 42.00 FEET TO THE SOUTHWEST CORNER OF PLANTATION BAY, SECTION 2E-V, UNIT 1 AS RECORDED IN MAP BOOK 50, PAGES 181-187, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE OF SAID PLANTATION BAY, SECTION 2E-V, UNIT 1, N70°47'13"E 306.19 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S46°37'51"E 8.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N43°22'09"E 120.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N34°55'51"E 50.55 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N43°22'09"E 120.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE N69°16'49"E 1100.75 FEET TO THE SOUTHEAST CORNER OF SAID PLANTATION BAY, SECTION 2E-V, UNIT 1, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NUMBER 79002-2426961; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S20°43'11"E 76.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, S21°09'45"W 1006.89 FEET; THENCE S68°50'17"E, 24.00 FEET; THENCE S21°09'45"W, 50.00 FEET; THENCE S68°50'17"E, 57.27 FEET; THENCE S00°13'40"E 2331.47 FEET TO THE SOUTH LINE OF SAID SECTION 23, SAID POINT LYING S89°46'20"W 951.20 FEET, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE ALONG SAID SOUTH LINE OF SECTION 23 S89°46'20"W 1074.95 FEET TO THE SOUTHEAST CORNER OF SAID PLANTATION BAY, SECTION 1E-V, UNIT 3, SAID CORNER LYING N89°46'20"E 632.13 FEET, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, N00°03'52"E 2485.59 FEET ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1E-V, UNIT 3 TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 77.421 ACRES MORE OR LESS.

This instrument prepared by and)
 should be returned to:)
)
 Robyn S Braun, Esquire)
 TAYLOR & CARLS, P.A.)
 4440 N. Oceanshore Blvd.)
 Suite 107)
 Palm Coast, Florida 32137)
 386-446-5970)
)
 Cross reference to Original "Declaration of)
 Covenants, Conditions and Restrictions of)
 Plantation Bay" which is recorded in Official)
 Records Book (O.R.) 277, Page 805, of the)
 Public Records of Flagler County, Florida,)
 and O.R. 3005, Page 74, of the Public Records)
 of Volusia County, Florida, and which has)
 previously been supplemented and amended)
 at O.R. 308, Page 248; O.R. 320, Page 819;)
 O.R. 377, Page 210; O.R. 382, Page 754; and,)
 O.R. 488, Page 1179; O.R. 582, Page 1039;)
 O.R. 879, Page 124; O.R. 318, Page 981;)
 O.R. 503, Page 1; O.R. 503, Page 4;)
 O.R. 488, Page 1158 of the Public Records of)
 Flagler County, Florida; and O.R. 3022, Page 75;)
 O.R. 4329, Page 531; O.R. 5023, Page 2303;)
 O.R. 5248, Page 535; O.R. 5247, Page 655;)
 O.R. 3011, Page 737; O.R. 3078, Page 509;)
 O.R. 3648, Page 123; O.R. 3960, Page 154;)
 O.R. 4103, Page 733; O.R. 4341, Page 4656;)
 O.R. 4520, Page 2140; O.R. 4544, Page 4775;)
 O.R. 4591, Page 519; O.R. 4752, Page 3859;)
 O.R. 4927, Page 1902; O.R. 3826, Page 2328;)
 of the Public Records of Volusia County, Florida.)

DOCUMENT

**NOTICE OF RECORDING
 ARTICLES OF INCORPORATION OF
 PLANTATION BAY COMMUNITY ASSOCIATION, INC. AND
 BY-LAWS OF PLANTATION BAY COMMUNITY ASSOCIATION, INC.**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the Articles of Incorporation of Plantation Bay Community Association, Inc., which was properly adopted on January 7, 1986 and filed with the Secretary of State of Florida on January 8, 1986.

THIS IS TO ALSO CERTIFY that attached as Exhibit "B" is a true and correct copy of the By-laws of Plantation Bay Community Association, Inc., which was properly adopted on April 14, 1986, and all amendments thereto, which were duly and properly adopted by the Board of Directors, in accordance with Article VI, Section 6.06 of said Bylaws.

The attached documents relate to the Original "Declaration of Covenants, Conditions and Restrictions of Plantation Bay" which is recorded in Official Records Book (O.R.) 277, Page 805, of the Public Records of Flagler County, Florida, and O.R. 3005, Page 74, of the Public Records of Volusia County, Florida, and which has previously been supplemented and amended at O.R. 308, Page 248; O.R. 320, Page 819; O.R. 377, Page 210; O.R. 382, Page 754; and, O.R. 488, Page 1179; O.R. 582, Page 1039; O.R. 4329, Page 531; O.R. 879, Page 124; O.R. 318, Page 981; O.R. 503, Page 1; O.R. 503, Page 4; O.R. 488, Page 1158 of the Public Records of Flagler County, Florida; and O.R. 3022, Page 75; O.R. 5023, Page 2303; O.R. 5248, Page 535; O.R. 5247, Page 655; O.R. 3011, Page 737; O.R. 3078, Page 509; O.R. 3648, Page 123; O.R. 3960, Page 154; O.R. 4103, Page 733; O.R. 4341, Page 4656; O.R. 4520, Page 2140; O.R. 4544, Page 4775; O.R. 4591, Page 519; O.R. 4752, Page 3859; O.R. 4927, Page 1902; O.R. 3826, Page 2328 of the Public Records of Volusia County, Florida.

EXECUTED at FLAGLER County, Florida, on this the 22 day of FEBRUARY, 2008.

WITNESSES:

Margaret Hall
Signature of Witness
MARGARET HALL
Print Name
Shirley V. Grimm
Signature of Witness
SHIRLEY V. GRIMM
Print Name

Margaret Hall
Signature of Witness
MARGARET HALL
Print Name
Shirley V. Grimm
Signature of Witness
SHIRLEY V. GRIMM
Print Name

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

By: [Signature]
President
Print Name: KATHLEEN POUNDS
Address: 17 GALE LANE
ORMOND BEACH, FL 32174

Attest: [Signature]
Secretary
Print Name: GERALD ELLSWORTH
Address: 1124 HANSBERRY CT.
ORMOND BEACH FLA 32174

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 22ND day of FEBRUARY, 2008, by KATHLEEN POUNDS and GERALD ELLSWORTH who are personally known to me to be the President and Secretary, respectively, of PLANTATION BAY COMMUNITY ASSOCIATION, INC., or have produced PERSONALLY KNOW (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 22ND day of FEBRUARY, 2008.

Audrey M. Bufalini
Notary Public, State of Florida
Print Name: AUDREY M. BUFALINI
Commission No.: DD 305634
My Commission Expires: MARCH 31, 2008

Plan01not1



Audrey M. Bufalini
Commission # DD305634
Expires: March 31, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PLANTATION BAY COMMUNITY ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on January 8, 1986

The charter number for this corporation is N12897

UNOFFICIAL DOCUMENT

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of January, 1986.

George Firestone
Secretary of State



WP-104 CER-101

EXHIBIT
"A"

Burnberg No. 5208

FILED
1986 JAN - 8 AM 4: 10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

The undersigned, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, files these Articles of Incorporation and certifies as follows:

ARTICLE I

NAME

The name of the Corporation shall be Plantation Bay Community Association, Inc.. For convenience, the Corporation shall be referred to in this instrument as the "Association."

ARTICLE II

PURPOSES

A. The purposes for which the Association is organized are:

(i) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay (hereinafter the "Declaration"), establishing a Master Land Use Plan which is part of the public records of Flagler and Volusia Counties, Florida, as amended from time to time, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners in the Plantation Bay development.

B. The Association shall make no distributions of income to its members, directors, or officers.

C. All terms used herein which are not defined shall have the same meaning provided in the Declaration.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration, or the By-Laws of this Association.

B. The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Declaration, including, without limitation, the following:

(i) to fix and to collect assessments or other charges to be levied against the Units;

(ii) to manage, control, operate, maintain, repair, and improve property subjected to the Declaration or any other property for which the Association by rule, regulation, Declaration, or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under any Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of Unit Owners;

(v) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right of interest therein for any purpose of the Association;

(vi) to borrow money for any purpose as may be limited in the By-Laws;

(vii) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(x) to provide any and all supplemental municipal services as may be necessary or proper.

C. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article III are

independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision in Article III.

ARTICLE IV

MEMBERS

A. The Association shall be a membership corporation without certificates or shares of stock.

B. The owner of each Unit subject to the Declaration shall be a member of the Association and shall be entitled to vote in accordance with the formula set forth in the Declaration, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

C. Change of membership in the Association shall be established by recording in the public records of the County where the Unit is located, a deed or other instrument establishing record title to a Unit subject to the Declaration and written notice to the Association of such change in title. The owner designated by such instrument thereby becomes a member of the Association, and the membership of the prior owner is terminated.

D. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of his Unit.

ARTICLE V

TERM

The Association shall be of perpetual duration.

ARTICLE VI

DIRECTORS

A. The affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The initial Board of Directors shall consist of three (3) directors. The number of directors may be either increased or diminished from time to time in accordance with the By-Laws, but shall never be less than three (3) and shall always be an odd number.

B. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Jerry S. Johnson	Alice M. Olson
533 N. Nova Road - Suite 106	533 N. Nova Road - Suite 106
Ormond Beach, FL 32074	Ormond Beach, FL 32074

David Galshack
 533 N. Nova Road - Suite 106
 Ormond Beach, FL 32074

C. The method of election and term of office, removal, and filling of vacancies shall be as set forth in the By-Laws. The Board may delegate such operating authority to such companies, individuals, and committees as it, in its discretion, may determine.

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who

shall serve until their successors are designated by the Board of Directors are as follows:

Jerry S. Johnson, President	Alice M. Olson, Secretary
533 N. Nova Road - Suite 106	533 N. Nova Road - Suite 106
Ormond Beach, FL 32074	Ormond Beach, FL 32074

David Galshack, Treasurer
 533 N. Nova Road - Suite 106
 Ormond Beach, FL 32074

ARTICLE VIII

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation may be proposed and adopted as provided in Chapter 617, Florida Statutes, provided that no amendment may be in conflict with the Declaration, and provided, further, no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration.

ARTICLE X

INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is as follows:

Frederick B. Karl, Jr.
 150 Magnolia Avenue
 Post Office Box 191
 Daytona Beach, FL 32014

ARTICLE XI

REGISTERED AGENT AND OFFICE

The initial registered agent of the Corporation is Palmetto Charter Services, Inc., 150 Magnolia Avenue, Daytona Beach, Florida 32014.

IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature this 7th day of January, 1986.

FB Karl

Frederick B. Karl, Jr.

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing Articles of Incorporation were acknowledged before me this 7th day of January, 1986, by Frederick B. Karl, Jr., for the purposes expressed in such Articles.

Wm A. Taylor

Notary Public, State of Florida
at Large

My Commission Expires: _____

[NOTARY SEAL]

Notary Public, State of Florida
My Commission Expires June 9, 1987
Bound by the Florida Insurance Code

UNOFFICIAL DOCUMENT

CERTIFICATE DESIGNATING REGISTERED
AGENT AND STREET ADDRESS FOR
SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, Plantation Bay Community Association, Inc. hereby designates Palmetto Charter Services, Inc., 150 Magnolia Avenue, (P.O. Box 191), Daytona Beach, Florida 32014, as its registered agent and the street address of its registered office for service of process within the State of Florida.

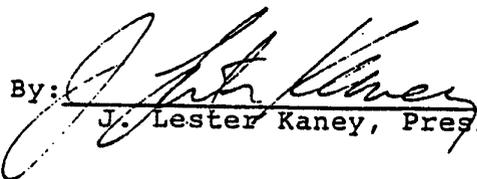
PLANTATION BAY COMMUNITY
ASSOCIATION, INC.

By: 
Incorporator

ACCEPTANCE OF DESIGNATION

I hereby accept the foregoing designation as registered agent of Plantation Bay Community Association, Inc. for service of process within the State of Florida.

PALMETTO CHARTER SERVICES, INC.

By: 
J. Lester Kaney, President

UNOFFICIAL DOCUMENT

BY-LAWS

- TABLE OF CONTENTS -

	<u>Page</u>
I. NAME, MEMBERSHIP, APPLICABILITY, AND DEFINITIONS	1
§ 1.01 Name.....	1
§ 1.02 Principal Office.....	1
§ 1.03 Definitions.....	1
II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES	1
§ 2.01 Membership.....	1
§ 2.02 Place of Meetings.....	1
§ 2.03 Annual Meetings.....	1
§ 2.04 Special Meetings.....	2
§ 2.05 Notice of Meetings.....	2
§ 2.06 Waiver of Notice.....	2
§ 2.07 Adjournment of Meetings.....	3
§ 2.08 Voting.....	3
§ 2.09 Proxies.....	3
§ 2.10 Majority.....	3
§ 2.11 Quorum.....	3
§ 2.12 Conduct of Meetings.....	3
§ 2.13 Action Without a Meeting.....	3
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	4
A. <u>Composition and Selection</u>	
§ 3.01 Governing Body; Composition.....	4
§ 3.02 Number of Directors.....	4
§ 3.03 Directors During Declarant Control.....	4
§ 3.04 Veto.....	5
§ 3.05 Nomination of Directors.....	5
§ 3.06 Election and Term of Office.....	5
§ 3.07 Removal of Directors and Vacancies.....	6
§ 3.08 Voting Procedure for Directors.....	6
B. <u>Meetings</u>	
§ 3.09 Organization Meetings.....	6
§ 3.10 Regular Meetings.....	6
§ 3.11 Special Meetings.....	6
§ 3.12 Waiver of Notice.....	7



- TABLE OF CONTENTS -
(continued)

	<u>Page</u>
§ 3.13 Quorum of Board of Directors.....	7
§ 3.14 Adjourned Meetings.....	7
§ 3.15 Compensation.....	7
§ 3.16 Conduct of Meetings.....	8
§ 3.17 Open Meetings.....	8
§ 3.18 Executive Session.....	8
§ 3.19 Action Without a Formal Meeting.....	8
C. <u>Powers and Duties.</u>	
§ 3.20 Powers.....	8
§ 3.21 Management Agent.....	10
§ 3.22 Accounts and Reports.....	10
§ 3.23 Borrowing.....	12
§ 3.24 Rights and Limitations of the Association....	12
§ 3.25 Hearing Procedures.....	13
IV. OFFICERS	14
§ 4.01 Officers.....	14
§ 4.02 Election, Term of Office, and Vacancies.....	14
§ 4.03 Removal.....	14
§ 4.04 Powers and Duties.....	14
§ 4.05 Resignation.....	14
§ 4.06 Agreements, Contracts, Deeds, Leases, Checks, Etc.....	14
V. COMMITTEES	15
§ 5.01 General.....	15
§ 5.02 Covenants Committee.....	15
§ 5.03 District Committees.....	15
VI. MISCELLANEOUS	16
§ 6.01 Fiscal Year.....	16
§ 6.02 Parliamentary Rules.....	16
§ 6.03 Conflicts.....	16
§ 6.04 Books and Records.....	16
§ 6.05 Notices.....	17
§ 6.06 Amendment.....	17

BY-LAWS
OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.

ARTICLE I
Name, Membership, Applicability, and Definitions

§ 1.01 Name. The name of the Association shall be Plantation Bay Community Association, Inc. (hereinafter sometimes referred to as the "Association").

§ 1.02 Principal Office. The principal office of the Association in the State of Florida shall be located in Flagler County, Florida. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

§ 1.03 Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Plantation Bay (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit such meaning.

ARTICLE II
Association: Meetings, Quorum, Voting, Proxies

§ 2.01 Membership. The Association shall have two (2) classes of membership. Class "A" and "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

§ 2.02 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

§ 2.03 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings of the Association shall be of the Voting Members or their alternates, and the voting rights of all Members shall be exercised through the Voting Member representing the district within which a member's Unit

is located. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Voting Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Association shall be held at a date and time as set by the Board of Directors.

§ 2.04 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

§ 2.05 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

§ 2.06 Waiver of Notice. Waiver of notice of meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member, shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, or which proper notice was not given, is raised before the business is put to a vote.

§ 2.07 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by his or her alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remain present in person, and provided further that any action taken shall be approved by at least a majority of the Voting Members required to constitute a quorum.

§ 2.08 Voting. The voting and membership rights of the Members shall be as set forth in the Declaration, and such voting and membership rights provisions are specifically incorporated herein.

§ 2.09 Proxies. Voting Members may not vote by proxy but only in person or through the alternate Voting Member.

§ 2.10 Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number.

§ 2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing one-third (1/3) of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

§ 2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

§ 2.13 Action Without A Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be

taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

ARTICLE III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

§ 3.01 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 3.02 of this Article, the Directors shall be Members, spouses of such Members or officers of corporate Members; provided, however, no person and his or her spouse may serve on the Board at the same time, and only one officer of a corporate Member may serve on the Board at the same time.

§ 3.02 Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than nine (9), but shall always be an odd number. The initial Board shall consist of three (3) members and are identified in the minutes of the first meeting of the Board.

§ 3.03 Directors During Declarant Control. The initial Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. The Directors selected by the Declarant need not be Owners or residents, but all other Directors must be Members of the Association. At such time when twenty percent (20%) of the total number of Units shown in the Master Land Use Plan have been sold, the Board of Directors shall be increased to a total of five (5) members, with one (1) Director being elected by the Class "A" Members of the Association and the remaining four (4) Directors being appointees of the Declarant. At such time when forty percent (40%) of the Units are sold, two (2) Directors of the five (5) member Board shall be elected by the Class "A" Members.

Upon termination of the Class "B" membership, the number of Directors shall be increased to nine (9) members who shall be elected by the membership of the Association. With the creation of the nine (9) member Board, every District shall be represented by at least one (1) Director who shall be a resident of the District he or she represents, and shall be elected by the Voting Members within that District.

§ 3.04 Veto. The Veto power of the Declarant shall be as set forth in the Declaration, and such Veto provisions are specifically incorporated herein.

§ 3.05 Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by the District Committee. The District Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

§ 3.06 Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members other than the Declarant own at least twenty percent (20%) of the Units permitted in the Master Land Use Plan for the property described in Exhibit "B", or whenever the Declarant earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Declarant shall elect one of the Directors. The Director so elected shall not be subject to removal by the Declarant acting alone and shall be elected for the shortest term available.

Within thirty (30) days after the time Class "A" Members other than the Declarant own at least forty percent (40%) of the Units permitted in the Master Land Use Plan for the property described in Exhibit "B" or whenever the Declarant earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Declarant shall elect two (2) of the Directors. The Directors so elected shall not be subject to removal by the Declarant acting alone and shall be elected for the shortest terms available.

(b) At the first annual meeting of the membership after the termination of the Class "B" membership and at each annual meeting of the membership thereafter. Directors shall be elected by the Voting Members.

The initial terms of the Directors shall be fixed at the time of their election as they among themselves shall determine. So long as there are three (3) Directors, the term of one (1) Director shall be fixed at one (1) year and the term of two (2) Directors shall be fixed at two (2) years. So long as there are five (5) or more Directors, there shall be concurrent terms for no more than two (2) members. At the expiration of the initial term of office of each respective member

of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Voting Members.

amended

§ 3.07 Removal of Directors and Vacancies. Directors may be removed for cause or for no cause. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of Voting Members other than the Declarant. As long as there is a Class "B" Member, any Director appointed by the Declarant may only be removed by the Declarant. After the termination of the Class "B" status, a Director appointed by the Declarant may be removed by a vote of seventy-five percent (75%) of the votes of the Association.

In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

§ 3.08 Voting Procedure for Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election, the Voting Members, in respect to each vacancy, may cast as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be no cumulative voting. The persons receiving the largest number of votes shall be elected.

B. Meetings.

§ 3.09 Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

§ 3.10 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

§ 3.11 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the

meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) telegram, charges prepaid. All such notice shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

§ 3.12 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as through taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

amended
§ 3.13 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

§ 3.14 Adjourned Meetings. If any meetings of the Board of Directors cannot be held because a quorum is not present, a majority of the members of the Board who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time such meeting was originally called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

§ 3.15 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

§ 3.16 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

§ 3.17 Open Meetings. Subject to the provisions of Section 3.18 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

§ 3.18 Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

§ 3.19 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board members have been obtained.

C. Powers and Duties.

§ 3.20 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment against the proportionate shares of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month, unless otherwise accelerated as provided for in the Declaration;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operating, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entire thereupon shall be available for examination by the Owners and the Mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a Residential Unit, any Owner of a Residential Unit, any first Mortgagee, on the holders, insurers, and guarantors of a first Mortgage on any Residential Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Residential Unit and, as it may apply, the Land Segment, or any District, or other residential association, and all other books, records, and financial statements of the Association;

(n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Project; and

(o) enter into contracts for monitoring security, medical or fire protection for the Units within the Properties.

§ 3.21 Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g) and (i) of Section 3.20 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

§ 3.22 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of Twenty-Five Dollars (\$25.00) and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Management Agent from vendors, independent contractors, or otherwise providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Management Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Residential Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income Statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis;

(iii) an Account Status Report reflecting the status of all accounts in an "actual" versus "approved" budget format with a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expended chart of accounts);

(iv) a Balance Sheet of an accounting date which is the last day of the month closest in time to three (3) months from the date of closing of the first sale of Residential Unit in the project, and an Operating Statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date;

(v) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(vi) a Delinquency Report listing all owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent. (A monthly installment of the assessment shall be considered to be delinquent on the fifteen (15th) day of each month.); and

(vii) an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand (\$75,000.00) Dollars. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

§ 3.23 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Section 10.03, of the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

§ 3.24 Rights and Limitations of the Association. With respect to the Common Areas or other Association responsibilities, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other homeowners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of the Directors of the Association. Upon the termination of the Class "B" membership, the Association shall not be bound, either directly or indirectly, to any agreement (including management contracts) unless both parties to the agreement have the

right, upon ninety (90) days or less written notice, to terminate such agreement without cause and without penalty at any time after the termination of the Class "B" membership.

§ 3.25 Hearing Procedure. The Board shall not impose a fine or suspend voting rights unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee (as described in Section 5.02 hereof) in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

ARTICLE IV Officers

§ 4.01 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary.

§ 4.02 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

§ 4.03 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

§ 4.04 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

§ 4.05 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

§ 4.06 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by

the President or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V
Committees

§ 5.01 General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

§ 5.02 Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

§ 5.03 District Committees. In addition to other committees, as provided in Section 5.01 of this Article, there shall be District Committee for each of the Districts contained on the Properties. Each District Committee shall consist of three (3) members; provided, however, by vote of at least fifty percent (50%) of the Members of the District, this number may be increased to five (5). The District Committees shall be appointed and elected in the manner provided for Directors in Sections 3.02 and 3.05 hereof. Any Director elected from a District shall be an ex officio member of the Committee. It shall be the responsibility of the District Committee to nominate Directors and to determine the nature and extent of services, if any, to be provided to the District by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A District Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

In the conduct of its duties and responsibilities, each District Committee shall comply with Sections 3.06, 3.07, 3.08, 3.09, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17 and 3.18 of these By-Laws. Each Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.

There may be Subdistrict Committees within a District and a Subdistrict Committee is subject to all the provisions of this Article V.

ARTICLE VI
Miscellaneous

§ 6.01 Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

§ 6.02 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

§ 6.03 Conflicts. If there are conflicts or inconsistencies between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

§ 6.04 Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Association, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(d) Financial Statement. Upon written request, an "eligible holder" of a first mortgage of any Unit shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

§ 6.05 Notices. Unless otherwise provided in these By-Laws, all notice, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, with postage prepaid.

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residential Unit of such Owner; or

(b) if to the Association, the Board of Directors, or the Management Agent, at the principal office of the Association or the Management Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

§ 6.06 Amendment. Prior to the sale of the first Residential Unit, Declarant may amend the By-Laws, so long as it still owns property described in Exhibit "A" or "B" of the Declaration for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner. Thereafter, these By-Laws may be amended by the Board of Directors. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

UNOFFICIAL DOCUMENT

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Plantation Bay Community Association, Inc., a Florida corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereon held on the 14TH day of APRIL, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14TH day of April, 1986.

Alex Marie Olson
Secretary

(SEAL)

UNOFFICIAL DOCUMENT

RESOLUTION OF THE BOARD OF DIRECTORS
OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.

WHEREAS, Section 6.06 of the Bylaws of Plantation Bay Community Association, Inc. ("Association") provides that the Board of Directors of the Association may amend the Bylaws; and

WHEREAS, the Board of Directors desire to amend the Bylaws to reflect the revisions set forth herein.

NOW, THEREFORE, upon motion made, duly seconded and unanimously carried, the Board of Directors hereby amend the Bylaws of the Association as follows:

1. The second paragraph of Section 3.03 of Article III is hereby amended to read in full as follows:

Upon termination of the Class "B" membership, the number of Directors shall be increased to nine (9) members who shall be elected by the Voting Members. With the creation of the nine (9) member Board, every District shall be represented by at least one (1) Director who shall be a resident of the District he or she represents and shall be elected by the Voting Members within that District, and at least one (1) Director shall be elected at large by all Voting Members.

2. Section 3.05 of Article III is hereby amended to read in full as follows:

§ 3.05 Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by the District Committee, which District Committee shall be appointed by the Voting Members of the District. The District Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

3. Section 3.07 of Article III is hereby amended to read in full as follows:

§ 3.07 Removal of Directors and Vacancies. Directors may be removed for cause or for no cause. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected solely by the votes of

Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of Voting Members other than the Declarant. As long as there is a Class "B" Member, any Director appointed by the Declarant may only be removed by the Declarant. After the termination of the Class "B" status, a Director appointed by the Declarant may be removed by a vote of the Voting Members representing seventy-five percent (75%) of the total votes in the Association.

In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

4. Paragraph (1) of Section 3.20 of Article III is hereby amended to read in full as follows:

(1) keeping books with detailed accounts of receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred, and with separate accountings for each Subdistrict's Assessments,. The said books and vouchers accrediting the entires thereupon shall be available for examination by the Owners and the Mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

ADOPTED this 20th day of March, 1987.

By: [Signature]
Director

By: [Signature]
Director

By: Alice Marie Olson
Director

UNOFFICIAL DOCUMENT

**AMENDMENT TO BYLAWS OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.
EFFECTIVE AUGUST 1, 1994**

1. Section 3.01 of the Bylaws is hereby amended in its entirety as follows:

§3.01 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. All Directors, other than those appointed by Developer, shall at all times be Members in good standing of the Association. With respect to Directors elected by the Voting Members other than the Declarant, until termination of the Class "B" Membership, only Voting Members shall be qualified to serve as such Directors. With respect to Directors selected and appointed by the Declarant, any natural person shall be qualified to serve as such Directors. Following the termination of the Class B Membership, all Directors shall be Association Members.

2. Section 3.03 of the Bylaws is hereby amended in its entirety as follows:

§3.03 Directors During Declarant Control. The initial Directors shall be appointed by the Declarant acting in its sole discretion and such Directors shall serve at the pleasure of the Declarant. Effective as of the Initial Election Date (as such term is defined by Section 3.06 hereof), the number of Directors shall be increased to seven (7) members, with two (2) Directors to be elected by the Voting Members other than the Declarant, and the remaining five (5) Directors to be appointed by the Declarant for so long as the Class "B" membership shall exist.

Upon termination of the Class "B" membership, the number of Directors shall be increased to nine (9) members who shall be elected by the Voting Members. With the creation of the nine (9) member Board, every District shall be represented by at least one (1) Director who shall be a resident of the District he or she represents and who shall be elected by the Voting Members within that District. At least one (1) Director shall be elected at large by all Voting Members.

3. Section 3.05 of the Bylaws is hereby amended in its entirety as follows:

§3.05 Nomination of Directors. Prior to the termination of the Class "B" membership, nominations for Directors to be elected by the Voting Members other than the Declarant may be made by any Voting Member provided that such nominations shall be delivered to the Secretary of the Association in writing not less than seven (7) days prior to the meeting of the Voting Members at which such Directors will be elected.

Upon termination of the Class "B" membership, nominations for Directors to represent each District shall be made by each corresponding District Committee. Each District Committee shall make as many nominations for Directors to represent such District as each District Committee shall in its discretion determine, but in no event shall the total number of nominations made by the District Committees be less than the number of vacancies on the Board of Directors to be filled. All nominations made by the District Committees shall be delivered to the Secretary of the Association in writing not less than seven (7) days prior to the meeting of the Voting Members at which such Directors will be elected. Nominations for Directors at large may be made by any Voting Member provided that such nominations shall be delivered to the Secretary of the Association in writing not less than seven (7) days prior to the meeting of the Voting Members at which such Directors will be elected. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

4. Section 3.06 of the Bylaws is hereby amended in its entirety as follows:

§3.06 Election and Term of Office.

(a) On a date no later than September 30, 1994 (the "Initial Election Date"), the Association shall call a special meeting of the Voting Members at which the Voting Members other than the Declarant shall elect two (2) of the seven (7) Directors.

(b) At the first annual meeting of the membership of the Association after termination of the Class "B" membership, and at each annual meeting of the membership thereafter, all

Directors shall be elected by the Voting Members.

- (c) After the Initial Election Date and for so long as the Declarant shall have the right to appoint five (5) Directors, the terms of the two (2) Directors elected by the Voting Members shall be fixed at two (2) years and the terms of the five (5) Directors appointed by the Declarant shall be fixed at one (1) year. At the first annual meeting of the membership of the Association after termination of the Class "B" membership, the terms of five (5) of the Directors shall be fixed by the newly elected Board of Directors at two (2) years, and the remaining four (4) Directors' terms shall be fixed at one (1) year. In all events, the members of the Board of Directors shall hold office until their respective successors shall have been elected or appointed as elsewhere provided in these Bylaws.

5. Section 3.07 of the Bylaws is hereby amended in its entirety as follows:

§3.07 Removal of Directors and Vacancies. Directors may be removed with or without cause. Any Director whose removal is sought for any reason shall be given written notice prior to any meeting called for that purpose. A Director who was elected by the Voting Members other than the Declarant may be removed from office only by a vote of a majority of the Voting Members other than the Declarant. Any Director appointed by the Declarant may be removed from office only by the Declarant. In the event of the death or resignation of a Director elected by the Voting Members other than the Declarant, his or her successor shall be selected by a majority of the Voting Members other than the Declarant. In the event of the death or resignation of a Director appointed by the Declarant, his or her successor shall be selected and appointed by the Declarant.

6. Section 3.08 of the Bylaws is hereby amended in its entirety as follows:

§3.08 Voting Procedure for Directors. Elections of Directors shall be conducted at an annual or special meeting of the Association called in accordance with the procedure set forth in Article II of these Bylaws. At such elections, the Voting Members, in respect to each vacancy on the Board of Directors for which the Voting

Members are entitled to elect a Director, may cast as many votes as they are entitled to exercise under the provisions of the Declaration. There shall be no cumulative voting. At all elections, the candidates receiving the largest number of votes shall be elected, and there shall be no run-off elections.

7. Section 3.13 of the Bylaws is hereby amended in its entirety as follows:

§3.13 Quorum of Board of Directors. At all meetings of the Board of Directors, two-thirds (2/3) of the Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute a valid act of the Board of Directors.

UNOFFICIAL DOCUMENT

**AMENDMENT TO BYLAWS OF
PLANTATION BAY COMMUNITY ASSOCIATION, INC.
EFFECTIVE March 27, 1998**

1. Section 3.25 of the Bylaws is hereby amended in its entirety as follows:

§3.25 Hearing Procedure. The Board shall not impose a fine or suspend voting rights unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Covenants Committee (as described in Section 5.02 hereof) in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held pursuant to the notice required by subparagraph (b) hereof and shall afford the alleged violator a reasonable opportunity to be heard and to present evidence. The minutes of the hearing shall contain a written statement of the results of the hearing and whether the sanction proposed by the Board is approved by the Covenants Committee. If the proposed sanction is not approved, it may not be imposed.

(d) Sanction. The Board may propose, and if approved by the Covenants Committee, impose any of the following sanctions:

(i) suspend the rights of the violator, and the violator's tenants, guests, or invitees to use the Common Area until the last to occur of (i) one month from the date the suspension is imposed; or (ii) that date upon which the violation described in the notice is abated.

(ii) for a single non-continuing violation, a fine not in excess of One Hundred Dollars (\$100.00) may be imposed.

(iii) for a continuing violation, a fine not in excess of Fifty Dollars (\$50.00) per day may be imposed, provided however, the total aggregate fine for such a continuing violation shall not exceed One Thousand and No/100 Dollars (\$1,000.00).

Fines shall be paid not later than five (5) days after notice of the imposition thereof. All monies received from fines shall be deposited into the Plantation Bay Capital Contribution Account. In the event it shall become necessary for the Association to bring legal proceedings to collect a fine, the Association shall be entitled to recover its reasonable attorneys fees and court costs in such proceedings, for trial preparation and appeal.

2. Section 5.02 of the Bylaws is hereby amended in its entirety as follows:

§5.02 Covenants Committee. The Board of Directors shall appoint a Covenants Committee of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions that the Board may adopt from time to time, the Covenants Committee shall be the hearing tribunal of the Association whose responsibilities shall include, without limitation, conducting hearings in accordance with the provisions of Section 3.25 of these Bylaws.

This instrument prepared by and)
 should be returned to:)
)
 Robyn Severs Braun, Esquire)
 TAYLOR & CARLS, P.A.)
 850 Concourse Parkway South)
 Suite 105)
 Maitland, Florida 32751)
 (407) 660-1040)

**CERTIFICATE OF FOURTH AMENDMENT TO THE BYLAWS OF
 PLANTATION BAY COMMUNITY ASSOCIATION, INC.**

THIS IS TO CERTIFY that the following Fourth Amendment to the Bylaws of Plantation Bay Community Association, Inc. was duly and properly adopted by the Board of Directors on November 26, 2007, in accordance with Article VI, Section 6.06 of said Bylaws.

1. ARTICLE III, Board of Directors: Number, Power, Meetings, A. Composition and Selection, § 3.07, Removal of Directors and Vacancies is deleted in its entirety and hereby amended in full to read as follows:

Directors may be removed with or without cause pursuant to the recall procedure outlined in section 720.303(10), Florida Statutes, as may be amended from time to time. In the event of death or resignation of a Director representing one of the Districts, his or her successor shall be elected by a majority vote of the Voting Members within that District. In the event of death or resignation of a Director elected At Large, his or her successor shall be elected by a majority vote of all Voting Members. Any Director elected to fill a vacancy shall be elected for the unexpired term of his or her Predecessor in office. An election to fill a vacancy created as a result of the death or resignation shall follow the same procedure as the elections held at the Annual Voting Member Meeting for the purpose of electing Directors.

2. ARTICLE II, Association: Meetings, Quorum, Voting, Proxies, § 2.09 Proxies is deleted in its entirety and hereby amended in full to read as follows:

In the event that neither the Voting Member nor the Alternate from a Subdistrict are able to attend a Voting Member Meeting duly called, the Voting Member may cast their Subdistrict's votes by Limited Proxy. The Voting Member must provide his or her selection by Limited Proxy on an approved form provided by the Association. The Voting Member shall only appoint another Voting Member as his or her proxy holder for the upcoming meeting. The Alternate does not have the authority to use a proxy. To be valid, the Limited Proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized Voting Member. The Limited Proxy is only effective for the specific meeting for which it was originally given, as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. The Limited Proxy is revocable at any time at the pleasure of the Voting Member who executed it. Prior

to the date of the meeting for which the Limited Proxy will be used, the Voting Member must give the Limited Proxy to a duly elected Voting Member who will be attending the meeting. At least five (5) business days in advance of the meeting, the Voting Member and the Alternate shall notify the Association that they are unable to attend the Voting Member meeting and that the Voting Member has given a Limited Proxy to another Voting Member. The use of a General Proxy is prohibited.

Plan01 cert1

UNOFFICIAL DOCUMENT

2

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 2E-V, Unit 2)

This instrument executed this 15th day of February, 2005, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PLANTATION BAY, SECTION 1E-V, UNIT 3 AS RECORDED IN MAP BOOK 49, PAGES 166-170 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PLANTATION BAY, SECTION 1E-V, UNIT 2 AS RECORDED IN MAP BOOK 49, PAGES 57-61, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 1E-V, UNIT 2, N44°34'28"W 287.93 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, N45°25'32"E 42.00 FEET TO THE SOUTHWEST CORNER OF PLANTATION BAY, SECTION 2E-V, UNIT 1 AS RECORDED IN MAP BOOK 50, PAGES 181-187, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE OF SAID PLANTATION BAY, SECTION 2E-V, UNIT 1, N70°47'13"E 306.19 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S46°37'51"E 8.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N43°22'09"E 120.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N34°55'51"E 50.55 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N43°22'09"E 120.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE N69°16'49"E 1100.75 FEET TO THE SOUTHEAST CORNER OF SAID PLANTATION BAY, SECTION 2E-V, UNIT 1, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NUMBER 79002-2426961; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S20°43'11"E 76.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, S21°09'45"W 1006.89 FEET; THENCE S68°50'17"E, 24.00 FEET; THENCE S21°09'45"W, 50.00 FEET; THENCE S68°50'17"E, 57.27 FEET; THENCE S00°13'40"E 2331.47 FEET TO THE SOUTH LINE OF SAID SECTION 23, SAID POINT LYING S89°46'20"W 951.20 FEET, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE ALONG SAID SOUTH LINE OF SECTION 23 S89°46'20"W 1074.95 FEET TO THE SOUTHEAST CORNER OF SAID PLANTATION BAY, SECTION 1E-V, UNIT 3, SAID CORNER LYING N89°46'20"E 632.13 FEET, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, N00°03'52"E 2485.59 FEET ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1E-V, UNIT 3 TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 77.421 ACRES MORE OR LESS.

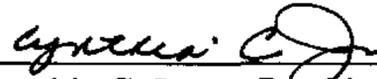
IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY, a
Florida General Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner


Printed Name: **JOANNE SCHMIEDER**

By: 
Cynthia C. Jones, President


Printed Name: **NICOLE KEELEY**

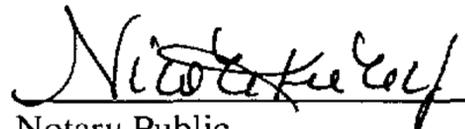
Address: 2359 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of February, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification.

My Commission Expires:




Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:

This Instrument Prepared By:
Record and Return to:
Douglas R. Ross
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

CORRECTIVE VOLUSIA RECORDING AFFIDAVIT

The purpose of this Affidavit is to correct the Affidavit recorded in Official Records Book 4513, Page 663-686 of the Public Records of Volusia County, Florida, which failed to include recording of the documents referenced in the Affidavit, which are now made a part hereof.

BEFORE ME, the undersigned authority, appeared Morteza Hosseini-Kargar, who, after being duly sworn, deposes and says as follows:

1. Affiant is an officer of PlanMor, Inc., a Florida Corporation, which is the managing general partner of Intervest at Plantation Bay Partnership, a Florida General Partnership, and is also an officer of MHK of Volusia County, Inc., a Florida Corporation, which is the managing general partner of Prestwick at Plantation Bay, a Florida General Partnership. Intervest at Plantation Bay Partnership and Prestwick at Plantation Bay have each been designated Successor Declarants of portions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay ("Declaration") recorded in Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida, as amended from time to time.

2. Affiant, in recognition of the fact that the real property included within the geographic area affected by such Declaration is located in Volusia and Flagler counties, is seeking to ensure that all documents having an effect on the Declaration are recorded in each county.

3. Affiant has caused those documents which have been recorded in either Volusia or Flagler County to be examined and has determined that it is desirable that certain documents need to be recorded in Volusia County in order to facilitate understanding of Declaration, as amended.

4. Affiant is, therefore, causing the following documents to be recorded in the Public Records of Volusia County, Florida:

(a) First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated March 24, 1987 and recorded in Official Records Book 308, Page 248 of the Public Records of Flagler County, Florida, and recorded in Official Records Book 680, Page 1607 of the Public Records of Flagler County, Florida.

(b) Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 23, 1993 and recorded in Official Records Book 488, Page 1179 of the Public Records of Flagler County, Florida, and recorded in Official Records Book 680, Page 1615 of the Public Records of Flagler County, Florida.

(c) Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated March 22, 1997 and recorded in Official Records Book 582, Page 1039 of the Public Records of Flagler County, Florida, and recorded in Official Records Book 680, Page 1619 of the Public Records of Flagler County, Florida.

(d) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated December 21, 1993 and recorded in Official Records Book 503, Page 1 of the Public Records of Flagler County, Florida, and recorded in Official Records Book 680, Page 1623 of the Public Records of Flagler County, Florida.

(e) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated December 21, 1993 and recorded in Official Records Book 503, Page 4 of the Public Records of Flagler County, Florida, and recorded in Official Records Book 680, Page 1626 of the Public Records of Flagler County, Florida.

(f) Designation of Successor Declarant Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated September 3, 1997 and recorded in Official Records Book 594, Page 259 of the Public Records of Flagler County, Florida, and recorded in Official Records Book 680, Page 1629 of the Public Records of Flagler County, Florida.

5. Affiant is not recording the following documents because such documents have been replaced or superseded by subsequent recorded amendments to the Declaration:

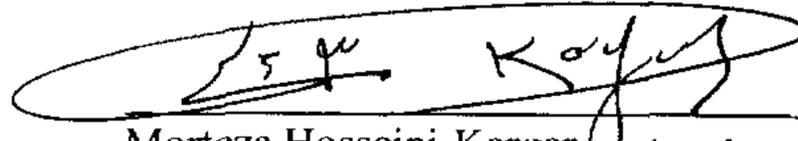
(a) Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated May 21, 1987 and recorded in Official Records Book 320, Page 819 of the Public Records of Flagler County, Florida.

(b) Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated December 19, 1988 and recorded in Official Records Book 377, Page 210 of the Public Records of Flagler County, Florida.

(c) Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated February 20, 1989 and recorded in Official Records Book 382, Page 754 of the Public Records of Flagler County, Florida.

6. Affiant is unaware of the existence of a Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay and therefore is not recording such amendment.

7. Further affiant sayeth naught.


Morteza Hosseini-Kargar *JK*

STATE OF FLORIDA
COUNTY OF VOLUSIA

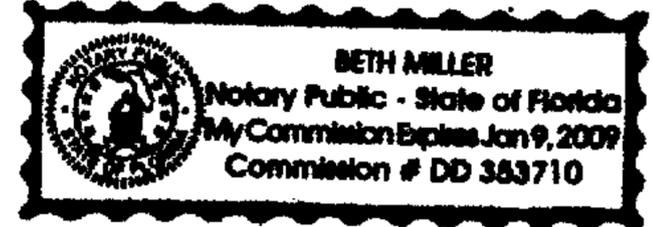
Sworn to and subscribed before me this 19th day of May, 2005, by Morteza Hosseini-Kargar, who is personally known to me.

NOTARY PUBLIC:

Sign: Beth Miller

State of Florida at Large

(Seal)



OFF REC 0680 PAGE 1607

OFF REC 0308 PAGE 0248

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLANTATION BAY
AS RECORDED IN OFFICIAL RECORDS
BOOK 277, PAGES 805 THROUGH 845, PUBLIC
RECORDS OF FLAGLER COUNTY, FLORIDA

WHEREAS, ECOGEN CORPORATION, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Plantation Bay ("Declaration") was recorded in Official Records Book 277, Pages 805 through 845, Public Records of Flagler County, Florida; and

WHEREAS, Section 13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, less than 40% of the Units permitted by the Master Land Use Plan for Plantation Bay have been sold and Declarant has the right to appoint a majority of the Board of Directors pursuant to Section 3.6 of the Bylaws of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to reflect the revisions set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.05 of Article I is hereby amended to read in full as follows:

§ 1.05 "Commercial Unit" shall mean and refer to a portion of the Properties located within the area designated as a Commercial Area in the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as an office, or business establishment, excluding rental apartments, as may be developed, used, and defined as herein provided or provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

2. Section 1.19 of Article I is hereby amended to read in full as follows:

OFF REC 0680 PAGE 1608

OFF REC 0308 PAGE 0249

§ 1.19 "Residential Unit" shall mean a portion of the Properties located within the area designated as a Residential Area on the Master Land Use Plan, as amended from time to time, and intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon. All apartment units shall be considered Residential Units.

3. Section 1.22 of Article I is hereby amended to read in full as follows:

§ 1.22 "Subdistrict Assessments" shall mean assessments for Common Expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial or Residential Units against which the specific Subdistrict Assessment is levied and for maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

4. Section 3.03 of Article III is hereby amended to read in full as follows:

§ 3.03 Veto. This Section 3.03 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibits "A" or "B" to the Declaration or until January 1, 2006, whichever first occurs.

From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, the New Construction Committee and the Modifications Committees, as is more fully provided in this Section 3.03. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal Six Thousand (6,000) or January 1, 2006, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors, New Construction Committee or Modifications Committees shall become

OFF REC 0680 PAGE 1609

effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board of Directors, the New Construction Committee or the Modifications Committees by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, the New Construction Committee, the Modifications Committees, or the Voting Members. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the New Construction Committee, the Modifications Committees or the Voting Members and/or the Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the New Construction Committee, the Modifications Committees or the Board of Directors and to be taken by said Committees or Board or the Association or any individual member of the Association if Board, Committees, or Association approval is necessary for said action. Said veto may be exercised by Declarant, its representatives, or agents within ten (10) days after the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of any Committee, or the Board or the Voting Members.

5. The third paragraph of Section 5.01 of Article V is hereby amended to read in full as follows:

The Board shall also obtain a public liability policy, if reasonably available, covering the Common Area, the Association and its Members for all damage or injury resulting from the operation, maintenance or use of the Common Areas, or caused by the negligence of the Association or any of its Members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit if such coverage is reasonably available.

OFF REC 0680 PAGE 1610

6. The first paragraph of Section 10.01 of Article X is hereby amended to read in full as follows:

§ 10.01 Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06 hereof. Assessments shall be allocated equally for each membership as set forth in Section 3.01 hereof; provided, however, there shall be no assessment for the Sports Club or Plantation Bay Sports, Inc., and Land Segment Owners shall be assessed at a rate equal to twenty-five percent (25%) of the membership assessment for any Units which have not received a certificate of occupancy but shall pay the full assessment upon receipt of such certificate of occupancy for such unit or until two (2) years after the purchase of that particular Land Segment, whichever occurs first. Owners of Residential Units which remain unimproved (i.e. an unimproved lot) shall be responsible to pay fifty percent (50%) of the membership assessment until two (2) years after the date of sale or receipt of a certificate of occupancy, whichever first occurs. The Declarant's responsibility for assessments shall be as set forth in Section 10.09 hereof. Plantation Bay Sports, Inc. and its successors and assigns shall be responsible for fifty-percent (50%) of the cost of maintenance and upkeep of the lakes within the Properties.

7. The first paragraph of Section 10.02 of Article X is hereby amended to read in full as follows:

§ 10.02. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the vote of the Voting Members and the Class "B" Member.

8. Section 10.06 of Article X is hereby amended to read in full, including the underscored portion, as follows:

OFF REC 0680 PAGE 1611

OFF REC 0308 PAGE 0252

§ 10.06 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Residential Unit within that Subdistrict and on all Commercial Units within a subdistrict on the first day of the month following the date of conveyance of title to an Owner of the first Commercial Unit within that Subdistrict. Assessments for a Land Segment Owner shall commence on the first day of the month following the date of conveyance of the Land Segment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

9. Section 11.01 of Article XI is hereby amended to read in full as follows:

§ 11.01 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards, (CDC-LUS); provided, however, that any provision contained in the CDC-LUS which is in violation of the Master Land Use Plan, as amended from time to time, shall be of no force or effect. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the property described in Exhibit "B" hereto, computed on an area basis, has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in § 11.02 of this Article for the Modifications Committees.

10. Section 11.04 of Article XI is hereby amended to read in full as follows:

OFF REC 0308 PAGE 0253

OFF REC 0680 PAGE 1612

§ 11.04 Watt-Wise Program. All residential, multi-family, commercial and recreational facilities shall be constructed to the standards of the Florida Power & Light Company's Watt-Wise program or an equivalent standard if such program is in effect. Such facilities or units shall be certified by the utility as having obtained the Watt-Wise designation or equivalent.

11. The first paragraph of Section 12.01 of Article XII is hereby amended to read in full as follows:

§ 12.01 Use Restrictions. The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration, the CDC-LUS and the Master Land Use Plan, as amended from time to time. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association. Any subsequently recorded declaration, covenants or restrictions upon any portion of the Properties for individual Land Segments, phases or Subdistricts which are not executed by the Declarant shall be void unless and until the Board of Directors executes and records in the public records a joinder and consent to such declaration, covenants or restrictions.

12. Paragraph (f) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(f) No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Unit and shall not be permitted to roam free on the Properties. Any pet deemed to be a nuisance by the Board of Directors shall be removed from the Properties at the owner's expense.

13. Paragraph (m) of Section 12.02 of Article XII is hereby amended to read in full as follows:

(m) Trees situated between the building set back lines and the property lines having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the New Construction Committee or the Modifications Committee, as applicable. All requests for

OFF REC 0680 PAGE 1613

OFF REC 0308 PAGE 0254

approval of tree removal shall be submitted to the New Construction Committee and the Modifications Committee along with a plan showing generally the location of such tree(s). Any trees removed by approval shall be replaced by a tree of at least the same size located at another location on the property. Anyone violating the provisions of this subsection (n) will be required to replace such trees with trees of like size and condition within thirty days after demand by the New Construction Committee or the Modifications Committee. If the owner fails or refuses to replace the trees as demanded, the New Construction Committee or the Modifications Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said lot to enable it to comply with this subsection. Each Owner shall plant, or cause to be planted, a minimum of two (2) native oak shade trees at a minimum 3½" circumference at 4 feet above ground level for each Residential Unit if none exists on the lot which would shade the house.

14. Paragraph (o) of Section 12.02 of Article XII is hereby created to read in full as follows:

(o) No ornamental statuary of any type, including but not limited to bird baths, fountains and lawn statutes shall be permitted to be placed upon any Residential Unit without the prior written consent of the New Construction Committee or the Modifications Committee, as applicable.

15. Section 16.01 of Article XVI is hereby amended to read in full as follows:

§ 16.01 Conveyance of Plantation Bay Sports, Inc. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of Plantation Bay Sports, Inc. (hereinafter referred to as the "Sports Club"), and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined in by the Declarant. Further, the ownership or operational duties of the Sports Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Sports Club to or by an independent person or entity; (b) the conversion of the Sports Club membership structure to an "equity" club or similar arrangement whereby the members of the Sports Club or an entity owned or controlled

OFF REC 0680 PAGE 1614

OFF REC 0308 PAGE 0255

thereby becomes the owner(s) and/or operator(s) of the Sports Club, or (c) the conveyance, pursuant to contract, option, or otherwise, of the Sports Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Sports Club. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

IN WITNESS WHEREOF, the Declarant caused these presents to be executed and its corporate seal affixed this 24 day of March, 1987.

ECOCEN CORPORATION, a Florida corporation

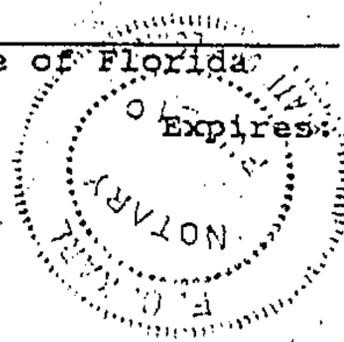
By: Francois Lazare.
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 24th day of March, 1987, by Francois Lazare, President, and David Galshak, Secretary of Ecocen Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires:
JUNE 16, 1987



8/1/003645
FILED
OF REC 308 PAGE 255
317 MAR 11 AM 10:00
J. Suckler, Jr.
CLERK
FLAGLER COUNTY, FLORIDA

TBG248
MKMS02

Return:
COBB & COLE
P.O. Box 191
DAYTONA BCH, FL
32015

OFF REC 0488 PAGE 1179

OFF REC 0680 PAGE 1615

THIS INSTRUMENT PREPARED BY:
JAY D. BOND, JR.
P.O. BOX 2491
DAYTONA BEACH, FL 32115-2491

FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY AS RECORDED IN
OFFICIAL RECORDS BOOK 277, PAGES 805-845,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

(All references to recording information herein are
to the Public Records of Flagler County, Florida
unless otherwise indicated).

(Underlined text represents new language)

This Fifth Amendment to the Declaration of Covenants,
Conditions and Restrictions made on the date hereinafter set forth
by Intervest at Plantation Bay, a Florida partnership
("Declarant"),

W I T N E S S E T H:

WHEREAS, the St. Johns River Water Management District
requires additional amendments to the Declaration of Covenants,
Conditions and Restrictions as recorded in Official Records Book
277, Pages 805 through 845, as heretofore amended by Amendments
recorded in Official Records Book 308, Page 248; Official Records
Book 320, Page 819; Official Records Book 377, page 210; Official
Records Book 382, page 754; said Declaration, as amended, being
hereinafter referred to as the "Declaration"; and

WHEREAS, Section 13.02 of the Declaration provides that the
Declarant may amend the Declaration so long as it has the right to
appoint a majority of the Board of Directors of the Plantation Bay
Community Association, Inc. ("Association"); and

WHEREAS, less than forty percent (40%) of the Units permitted
by the Master Land Use Plan for Plantation Bay have been sold, and
Declarant has the right to appoint a majority of the Board of
Directors pursuant to Section 36 of the Bylaws of the Association;
and

WHEREAS, Intervest at Plantation Bay is the assignee and
successor of Declarant; and

WHEREAS, the amendments hereinafter set forth are required by
St. Johns River Water Management District as a condition of

R/R KINSEY VINCENT PYLE, PA.
P.O. BOX 3096
DAYTONA BCH, FL. 32118

OFF REC 0488 PAGE 1180

OFF REC 0680 PAGE 1616

issuance of the stormwater permits required for further development; and

WHEREAS, successor Declarant desires to put all transferees, mortgagees and lienors on notice of such amendments.

NOW, THEREFORE, the following amendments to the Declaration are hereby adopted, and each transferee, mortgagee or lienor of any property within Plantation Bay (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to wit:

A. Article I is hereby amended by adding § 1.26 to read as follows:

"Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

B. Article IX, is hereby amended by adding § 9.07 to read as follows:

Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

C. Article XIII, § 13.02, is hereby amended to add the following sentence to the end of said section:

OFF REC 0488 PAGE 1181

OFF REC 0680 PAGE 1617

Any amendment to the Declaration which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

D. Article XIII is hereby amended by adding § 13.11 to read as follows:

Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

E. Article XIII is hereby amended by adding § 13.12 to read as follows:

Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, successor Declarant has hereunto set its hand and seal this 28 day of April, 1993.

Witnesses:

Teresa J. Thornton-Hill
TERESA J. THORNTON-HILL
Sam Shearer
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: Planmor, Inc., managing
general partner

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar,
President



OFF REC 0488 PAGE 1182

OFF REC 0680 PAGE 1618

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 28 day of April, 1993, by Morteza Hosseini-Kargar, as President of Planmor, Inc., managing general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the said partnership. He is personally known to me or ~~has produced~~ personally known as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: Pam Eshenaur

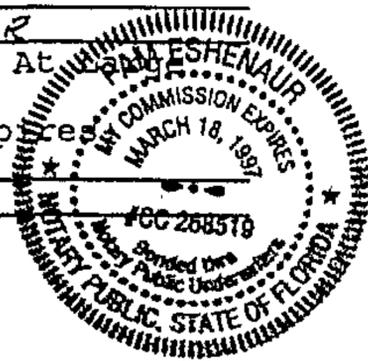
Print: PAM ESHENAU

State of Florida At-Large
(Seal)

My Commission Expires

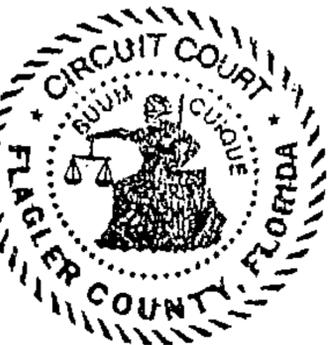
Title/Rank: _____

Commission Number: _____



NO. 93/007194
FILED & RECORDED 1/79
O.R. BOOK 488 PAGE 1182

93 MAY 28 AM 1:13
V. Jean Dole
CLERK OF DISTRICT COURT
FLAGLER COUNTY, FLORIDA



OFF REC 0680 PAGE 1619

This instrument Prepared By:
David B. Lotz, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
c/o 2359 Beville Road
Daytona Beach, Florida
32119

Inst No: 97008377 Date: 05/12/1997
SYD CROSBY, FLAGLER County
By: M. Stevens D.C. Time: 16:20:1

OFF REC 0582 PAGE 1039

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PLANTATION BAY AS RECORDED IN OFFICIAL
RECORDS BOOK 277, PAGES 805-845, PUBLIC RECORDS OF FLAGLER
COUNTY, FLORIDA

(All references to recording information herein are to the Public Records of Flagler County,
Florida unless otherwise indicated)

(Underlined text represents new language)

This Amendment to the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 277, Pages 805-845, as heretofore amended by Amendments recorded in Official Records Book 308, Page 248; Official Records Book 320, Page 819; Official Records Book 377, Page 210; Official Records Book 382, Page 754; Official Records Book 488, Page 1179; said Declaration, as amended, being hereinafter referred to as the "Declaration", made on the date hereinafter set forth by Intervest at Plantation Bay, a Florida partnership, and PlanMor, Inc., a Florida corporation ("Declarants"),

WITNESSETH:

WHEREAS, §13.02 of the Declaration provides that the Declarant may amend the Declaration so long as it has the right to appoint a majority of the Board of Directors of the Plantation Bay Community Association, Inc. ("Association"); and

WHEREAS, Class "B" membership has not been terminated, and Declarant has the right to appoint a majority of the Board of Directors pursuant to §3.03 of the Bylaws of the Association; and

WHEREAS, Intervest at Plantation Bay is the assignee and successor of the original Declarant and PlanMor, Inc., is a successor declarant as to Intervest at Plantation Bay for certain property that has been annexed into the Declaration; and

RECEIVED

MAR 24 1997

ENGINEERING AMEN206432.4
FLAGLER COUNTY, FL

OFF REC 0680 PAGE 1620

OFF REC 0582 PAGE 1040

WHEREAS, §10.2 of the Flagler County Development Order (the "Order") as recorded in Official Records Book 262, Pages 807-853 requires annual contributions by the Association to the County of Flagler to reimburse the county for the costs associated with deputies salaries and §10.4 of the Order requires suitable space in an existing building for use as a sheriff's substation and the amendment, as set forth hereafter, is being added to the Declaration to bring said Declaration into conformity with the Order; and

WHEREAS, all capitalized terms used herein shall have that meaning set forth in the Declaration; and

WHEREAS, Declarants desire to put all transferees, mortgagees and lienors on notice of such amendment.

NOW, THEREFORE, the following amendment to the Declaration is hereby adopted, and each transferee, mortgagee or lienor of any property within Plantation Bay (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendment, to wit:

Article IX is amended by adding the following language to §9.02 to read as follows:

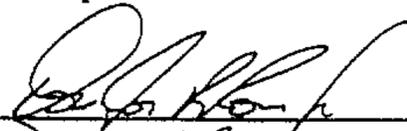
§9.02 Gatehouse and Contribution to Flagler County for Deputies Salaries. The Association shall provide for the limited access to the Properties by the use of manned or electronic gate houses. After the platting or beginning of sales of Units in Phase II, the Association shall remit to the County an annual amount of \$25,000 to reimburse the County for deputies salaries and shall, at its expense, furnish to the County suitable space within a County approved building in the portion of Plantation Bay within Flagler County for use as a sheriff's substation. After the platting or beginning of sales of Units in Phase III, the annual amount that the Association remits to the County will be increased to \$30,000 as reimbursement for deputies salaries. Such reimbursement will be in monthly installments from the Association to the County.

OFF REC 0680 PAGE 1621

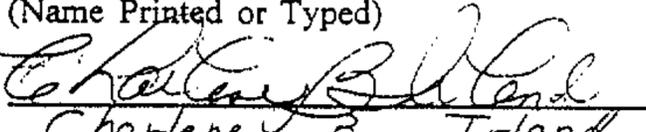
OFF REC 0582 PAGE 1041

IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals this
22 day of MARCH, 1997.

Signed, sealed and delivered
in the presence of:

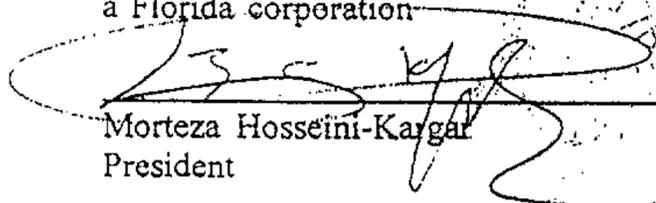


Douglas E. Ross, Jr.
(Name Printed or Typed)



Charlene B. Irland
(Name Printed or Typed)

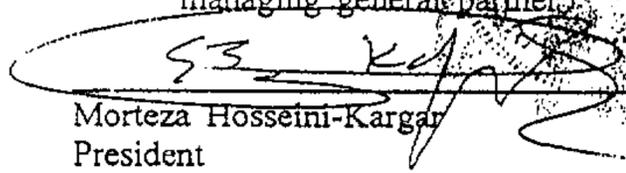
PlanMor, Inc.,
a Florida corporation



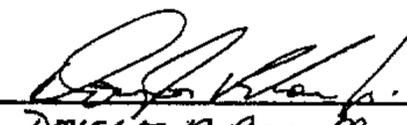
Morteza Hosseini-Kargar
President

Intervest at Plantation Bay
a Florida Partnership

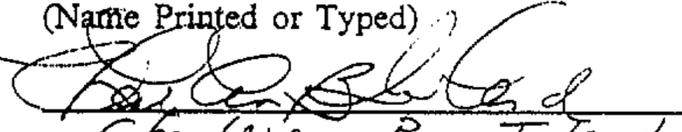
By: PlanMor, Inc.,
managing general partner



Morteza Hosseini-Kargar
President



Douglas E. Ross, Jr.
(Name Printed or Typed)



Charlene B. Irland
(Name Printed or Typed)

OFF REC 0680 PAGE 1622

STATE OF FLORIDA
COUNTY OF Flagler

OFF REC 0582 PAGE 1042

The foregoing instrument was acknowledged before me this 22 day of March, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Charlene B. Ireland

State of Florida At Large
(Seal)

My Commission Expires: 10-6-97

Title/Rank: _____
Commission Number: CC 321670



STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 22 day of March, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, managing general partner of Intervest at Plantation Bay, a Florida partnership. He or she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Charlene B. Ireland

State of Florida At Large
(Seal)

My Commission Expires: 10-6-97

Title/Rank: _____
Commission Number: CC 321670



This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

RETURN TO:
INTERVEST CONSTRUCTION, INC.
1150 PELICAN BAY DRIVE
DAYTONA BEACH, FL 32119

OFF REC 0680 PAGE 1623

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(ICF-1)

This instrument executed this 21st day of December, 1993 is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 461, Page 379, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida (the "Declaration"), as recorded in Official Records Book 277, Page 805; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

Jeanne G. Cook
Jeanne G. Cook
(Name printed or typed)
As to Morteza Hosseini-Kargar

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119

OFF REC 0503 PAGE 0001

1502

STATE OF FLORIDA
COUNTY OF Flagler

OFF REC 0680 PAGE 1624

The foregoing instrument was acknowledged before me this 21st day of December, 1993, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced N/A as identification and has not taken an oath.

OFF REC 0503 PAGE 0002

NOTARY PUBLIC:

Sign: *Jeanne G. Cook*
Print: Jeanne G. Cook
State of Florida At Large
(Seal)
My Commission Expires: 6/18/95
Title/Rank: Notary Public
Commission Number: CC309329

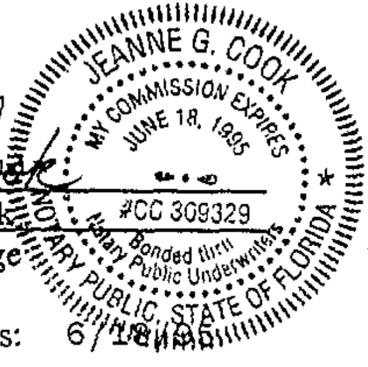


EXHIBIT "A"

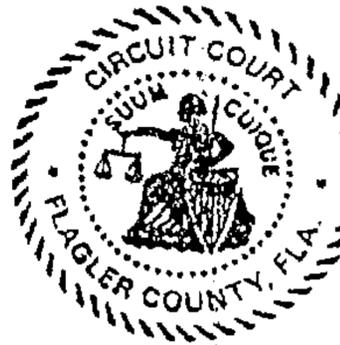
OFF REC 0680 PAGE 1625

PLANTATION BAY SECTION 1C-F, UNIT 1

DEF 0503 PAGE 0003
REC

A PORTION OF LOTS 9, 10, AND 11, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1374.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE NORTH 02 DEGREES 02 MINUTES 51 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.52 ACRES.



93 FEB 29 P 5:15
Q. Naughton, Jr.
SYD CROSBY
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA

NO. 93/019362
FILED & RECORDED
D.R. BOOK 503 PAGE 1-3

This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

RETURN TO:
INTERVEST CONSTRUCTION, INC.
1150 PELICAN BAY DRIVE
DAYTONA BEACH, FL 32119

OFF REC 0680 PAGE 1626

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
FLAGLER COUNTY, FLORIDA
(1BF-2)

This instrument executed this 21st day of December, 1993 is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Flagler County, Florida. All references to recording data herein are to the Public Records of Flagler County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 461, Page 379, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Flagler County, Florida (the "Declaration"), as recorded in Official Records Book 277, Page 805; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

Jeanne G. Cook
Jeanne G. Cook
(Name printed or typed)
As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119

OFF REC 0503 PAGE 0004

1500

STATE OF FLORIDA
COUNTY OF Flagler

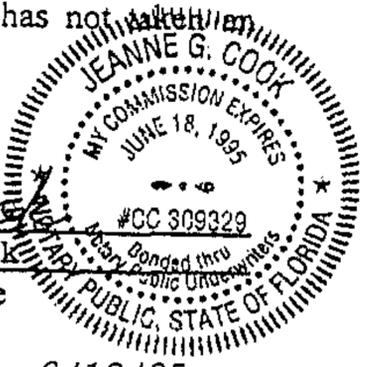
OFF REC 0680 PAGE 1627

The foregoing instrument was acknowledged before me this 21st day of December, 1993, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced N/A as identification and has not taken an oath.

OFF REC 0503 PAGE 0005

NOTARY PUBLIC:

Sign: *Jeanne G. Cook*
Print: Jeanne G. Cook
State of Florida At Large
(Seal)
My Commission Expires: 6/18/95
Title/Rank: Notary Public
Commission Number: CC309329



OFF REC 0680 PAGE 1628

EXHIBIT "A"

LEGAL DESCRIPTION

PLANTATION BAY, SECTION 1B-F, UNIT 2

OFF REC 0503 PAGE 0006

A PORTION OF LOTS 3, 4, 9, 10, 11, AND 12, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, FOR A POINT OF REFERENCE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED, BOOK 446, PAGE 128 AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY BOUNDARY OF PLANTATION BAY, PHASE 1B-F, UNIT 1 AS RECORDED IN MAP BOOK 27, PAGE 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.49 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 53 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 715.98 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 11 SECONDS EAST, A DISTANCE OF 345.00 FEET; THENCE SOUTH 78 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 285.67 FEET TO THE EAST LINE OF THE AFORESAID SECTION 10; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 583.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.39 ACRES.

NO. 93/019363

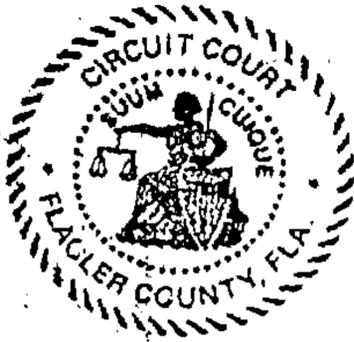
FILED & RECORDED

O.R. BOOK 523 PAGE 4-6

93 DEC 29 P 5:16

J. Naughton, Jr.

CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA



Inst No: 97018075 Date: 10/01/1997
BYD CROSBY, FLAGLER County
By: M. Stevens D.C. Time: 09:01:4

his instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

OFF
REC 0594 PAGE 0259

OFF
REC 0680 PAGE 1629

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 461, Page 379, Public Records of Flagler County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 277, Page 805, Public Records of Flagler County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is Sept 3, 1997.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

RT: Interest Construction, Inc.
2359 Beville Road
Daytona Beach, FL
32119

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: [Signature]
Morteza Hosseini-Kargar, President

(Corporate Seal)

REC 0594 PAGE 0260

PLANMOR, INC., a Florida corporation

By: [Signature]
Morteza Hosseini-Kargar, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

OFF REC 0680 PAGE 1630

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced PERSONALLY KNOWN as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: [Signature]
Print: LISA DICIERO
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: NOTARY PUBLIC
Commission Number: 4/23/01

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 1997, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., on behalf of the corporation. He is personally known to me or has produced PERSONALLY KNOWN as identification and has not taken an oath.

NOTARY PUBLIC:



Sign: [Signature]
Print: LISA DICIERO
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: NOTARY PUBLIC
Commission Number: 4/23/01

OFF
REC 0594 PAGE 0261

OFF
REC 0680 PAGE 1631

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF REFERENCE, RUN SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 378.62 FEET TO THE NORTHWEST LINE OF EAGLE ROCK RANCHES SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 50-51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SOUTH 40 DEGREES 11 MINUTES 55 SECONDS WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 2077.22 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1495.52 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST; A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.96 ACRES

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Interinvest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section 1DV, Unit 3C)

WHEREAS, Interinvest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is 5-13-, 2005.

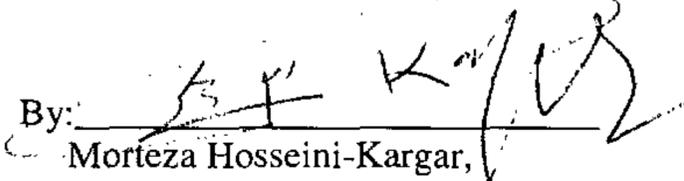
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida Partnership

By: PlanMor, Inc., a Florida Corporation, General Partner

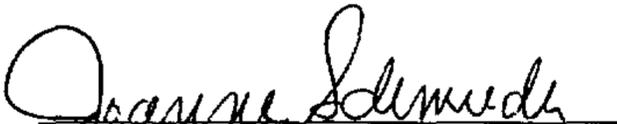

Printed Name: **NICOLE KEELEY**

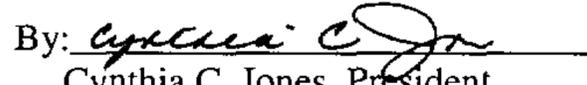
By: 
Morteza Hosseini-Kargar,
President


Printed Name: **JOANNE SCHIEDER**

PRESTWICK AT PLANTATION BAY, a Florida Partnership

By: MHK of Volusia County, Inc., a Florida Corporation, General Partner

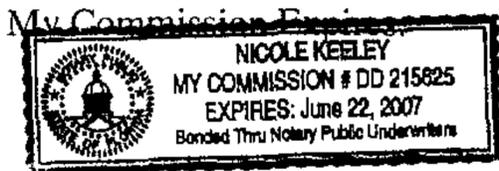

Printed Name: **JOANNE SCHIEDER**

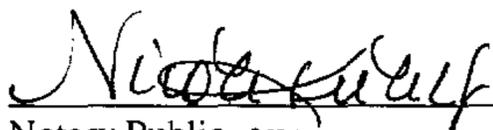
By: 
Cynthia C. Jones, President


Printed Name: **NICOLE KEELEY**

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of May, 2005, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.




Notary Public **NICOLE KEELEY**
Printed Name:
Commission No.:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of May, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:



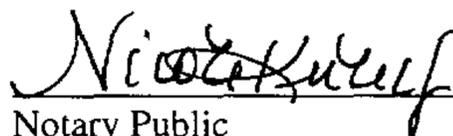

Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:

EXHIBIT "A"

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 72, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 18°49'42" AND A CHORD BEARING OF NORTH 49°36'46" EAST; THENCE EASTERLY ALONG THE BOUNDARY OF PLANTATION BAY SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, SAID PUBLIC RECORDS AND ALONG SAID CURVE FOR AN ARC LENGTH OF 215.25 FEET TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID BOUNDARY NORTH 40°11'55" EAST A DISTANCE OF 830.27 FEET; THENCE ALONG SAID BOUNDARY NORTH 59°37'36" EAST A DISTANCE OF 132.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET AND A CENTRAL ANGLE OF 56°36'47"; THENCE EASTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC DISTANCE OF 231.21 FEET; THENCE ALONG SAID BOUNDARY NORTH 75°30'05" EAST A DISTANCE OF 1208.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 20°43'11" WEST A DISTANCE OF 319.71 FEET TO THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2, NORTH 85°52'11" WEST A DISTANCE OF 1355.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 112°04'09" AND A CHORD BEARING OF SOUTH 34°38'43" WEST; THENCE SOUTHWESTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC LENGTH OF 457.70 FEET; THENCE ALONG SAID BOUNDARY SOUTH 56°41'19" WEST A DISTANCE OF 125.29 FEET; THENCE ALONG SAID BOUNDARY SOUTH 52°45'27" WEST A DISTANCE OF 57.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 805.00 FEET AND A CENTRAL ANGLE OF 05°33'08"; THENCE WESTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC LENGTH OF 78.01 FEET TO THE POINT OF TANGENCY THEREOF; THENCE ALONG SAID BOUNDARY SOUTH 58°18'35" WEST A DISTANCE OF 475.73 FEET; THENCE ALONG SAID BOUNDARY SOUTH 03°16'54" EAST A DISTANCE OF 628.20 FEET; THENCE ALONG SAID BOUNDARY SOUTH 86°43'06" WEST A DISTANCE OF 63.69 FEET; THENCE ALONG SAID BOUNDARY SOUTH 30°06'39" EAST A DISTANCE OF 215.43 FEET; THENCE ALONG SAID BOUNDARY SOUTH 37°31'33" EAST A DISTANCE OF 50.38 FEET; THENCE ALONG SAID BOUNDARY SOUTH 31°10'44" EAST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,624,735 SQUARE FEET = 37.30 ACRES, MORE OR LESS.

This instrument prepared by and)
should be returned to:)
)
Robyn Severs Braun, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)
)
Cross Reference O.R. Book 277, Page)
805, Public Records, Flagler County,)
Florida and O.R. Book 3005, Page 74)
of the Public Records of Volusia)
County, Florida.)



**RULE PROHIBITING OUTDOOR SALES WITHIN
THE PLANTATION BAY COMMUNITY**

WHEREAS, Section 12.02 of the Declaration of Covenants, Conditions and Restrictions of Plantation Bay, recorded at Official Records Book 277, Page 805, Public Records of Flagler County, Florida and also recorded at Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, (hereinafter "Declaration") provides that the Plantation Bay Community Association, Inc. (hereinafter "Association") through its Board of Directors shall have the power to make and enforce rules and regulations and nothing shall preclude the imposition of additional restrictions not inconsistent with this Declaration and the Master Land Use Plan;

WHEREAS, Section 9.05 of the Association's Declaration provides that the Board of Directors may make rules and regulations governing the use of the real property located within the Plantation Bay Community;

WHEREAS the Board of Directors of the Association, has determined that it is in the best interest of the Association to establish a Rule prohibiting outdoor sales within the Plantation Bay Community;

NOW THEREFORE, the Board of Directors of the Association promulgates the following Rule:

Outdoor sales are prohibited on any lot, tract, or location within the Plantation Bay Community. The term "Outdoor Sale" means any garage sale, home sale, basement sale, yard sale, tag sale, attic sale, moving sale, junk sale, block sale, estate sale, rummage sale, lawn sale or any other similar type of sale of tangible personal property, such as, but not limited to, arts, crafts, clothing, household effects, tools, garden implements, toys, books, recreation equipment or other used or secondhand items customarily found in and about the home.

UNOFFICIAL

DOCUMENT

SO RESOLVED by a majority of the Board of Directors of the Association at a duly called and noticed Board meeting, this 21st day of APRIL, 2008.

Signed, sealed and delivered in the presence of:

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

[Signature]
Printed Name: SALLY E. DEERBACH

By: [Signature]
Printed Name: KATHLEEN POUNDS
Title: President
Address: 17 GALE LANE
ORMOND BEACH, FL 32174

[Signature]
Printed Name: NANCY BOCCUZZI

(CORPORATE SEAL)

ATTEST:

[Signature]
Printed Name: NANCY BOCCUZZI

By: [Signature]
Printed Name: GERALD E. ELLSWORTH
Title: Secretary
Address: 1124 HAINSBERRY CT.
ORMOND BEACH FLA 32179

[Signature]
Printed Name: SALLY E. DEERBACH

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 21st day of APRIL, 2008, by KATHLEEN POUNDS and GERALD E. ELLSWORTH, as President and Secretary, respectively, of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced PERSONALLY KNOWN as identification.

(NOTARY SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Audrey Bufalini
Commission #DD758687
Expires: MAR. 31, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC - STATE OF FLORIDA
Print Name: AUDREY M. BUFALINI
Commission No.: DD 758687
Commission Expires: MARCH 31, 2012

Plan01 res1

8301 2 1 2008
[Faint stamp]

UNOFFICIAL DOCUMENT

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

06/03/2005 02:52 PM
Instrument# 2005-144701 # 1
Book : 5567
Page : 3535

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 1DV, Unit 3C)

2
This instrument executed this 13th day of May, 2005, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

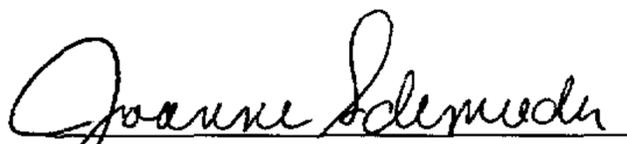
Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

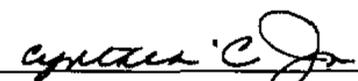
IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

Signed, sealed and delivered
in the presence of:

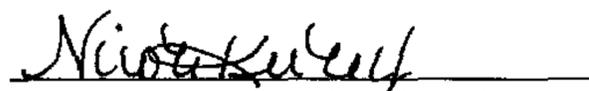
PRESTWICK AT PLANTATION BAY, a
Florida General Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner


Printed Name **JOANNE SCHIEDER**

By: 
Cynthia C. Jones, President

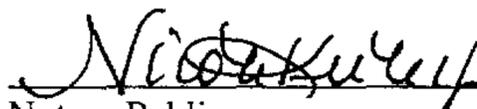
Address: 2379 Beville Road
Daytona Beach, FL 32119


Printed Name **NICOLE KEELEY**

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of May, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification.

My Commission Expires:


Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:

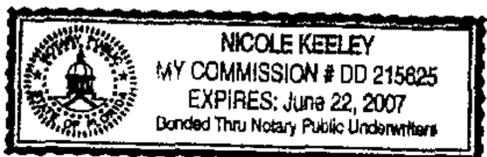


EXHIBIT "A"

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 72, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 18°49'42" AND A CHORD BEARING OF NORTH 49°36'46" EAST; THENCE EASTERLY ALONG THE BOUNDARY OF PLANTATION BAY SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, SAID PUBLIC RECORDS AND ALONG SAID CURVE FOR AN ARC LENGTH OF 215.25 FEET TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID BOUNDARY NORTH 40°11'55" EAST A DISTANCE OF 830.27 FEET; THENCE ALONG SAID BOUNDARY NORTH 59°37'36" EAST A DISTANCE OF 132.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET AND A CENTRAL ANGLE OF 56°36'47"; THENCE EASTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC DISTANCE OF 231.21 FEET; THENCE ALONG SAID BOUNDARY NORTH 75°30'05" EAST A DISTANCE OF 1208.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 20°43'11" WEST A DISTANCE OF 319.71 FEET TO THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2, NORTH 85°52'11" WEST A DISTANCE OF 1355.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 112°04'09" AND A CHORD BEARING OF SOUTH 34°38'43" WEST; THENCE SOUTHWESTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC LENGTH OF 457.70 FEET; THENCE ALONG SAID BOUNDARY SOUTH 56°41'19" WEST A DISTANCE OF 125.29 FEET; THENCE ALONG SAID BOUNDARY SOUTH 52°45'27" WEST A DISTANCE OF 57.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 805.00 FEET AND A CENTRAL ANGLE OF 05°33'08"; THENCE WESTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC LENGTH OF 78.01 FEET TO THE POINT OF TANGENCY THEREOF; THENCE ALONG SAID BOUNDARY SOUTH 58°18'35" WEST A DISTANCE OF 475.73 FEET; THENCE ALONG SAID BOUNDARY SOUTH 03°16'54" EAST A DISTANCE OF 628.20 FEET; THENCE ALONG SAID BOUNDARY SOUTH 86°43'06" WEST A DISTANCE OF 63.69 FEET; THENCE ALONG SAID BOUNDARY SOUTH 30°06'39" EAST A DISTANCE OF 215.43 FEET; THENCE ALONG SAID BOUNDARY SOUTH 37°31'33" EAST A DISTANCE OF 50.38 FEET; THENCE ALONG SAID BOUNDARY SOUTH 31°10'44" EAST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,624,735 SQUARE FEET = 37.30 ACRES, MORE OR LESS.

This instrument prepared by and)
should be returned to:)

Robyn Severs Braun, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)

Cross Reference O.R. Book 277, Page)
805, Public Records, Flagler County,)
Florida and O.R. Book 3005, Page 74)
of the Public Records of Volusia)
County, Florida.)

CERTIFICATE OF ELEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PLANTATION BAY

THIS IS TO CERTIFY that the following Eleventh Amendment amending Article XII, Section 12.01, of the Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was duly and properly adopted by the affirmative vote of Voting Members representing seventy-five percent (75%) of the total votes of the Association in accordance with Article XIII, Section 13.02 of said Declaration. The Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was originally recorded in Official Records (O.R.) Book 277, Page 805, and subsequently amended at O.R. Book 308, Page 248; O.R. Book 320, Page 819; O.R. Book 377, Page 210; O.R. Book 382, Page 754; O.R. Book 488, Page 1179; O.R. Book 582, Page 1039; O.R. Book 879, Page 124, all of the Public Records of Flagler County, Florida; and also originally recorded at O.R. Book 3005, Page 74, and subsequently amended at O.R. Book 3022, Page 75; O.R. Book 4329, Page 531; O.R. Book 5023, Page 2303; O.R. Book 5248, Page 535; O.R. Book 5247, Page 655, all of the Public Records of Volusia County, Florida.

ARTICLE XII, Use Restrictions and Restrictive Covenants, Section 12.01, Use Restrictions, Paragraph 4 is deleted in its entirety and hereby amended in full to read as follows:

Private golf carts may be used by residents within Plantation Bay if they are either Members in good standing of the Plantation Bay Sports Club and have obtained a valid Club decal or they have registered their cart through the Plantation Bay Community Association or any other registration agent approved by the Board of Directors. All operators of golf carts shall follow all rules established by the Association when traveling over or upon Association Common Property.

UNOFFICIAL DOCUMENT

Executed at Ormond Beach, Volusia County, Florida, on this the 8th day of May, 2008.

Signed, sealed and delivered in the presence of:

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

Donna Velardi
Printed Name: Donna Velardi

By: [Signature]
Printed Name: KATHLEEN POUNDS
Title: President
Address: 17 GARD LANE
ORMOND BEACH, FL 32174

[Signature]
Printed Name: MARK ROSKAMP

(CORPORATE SEAL)

Donna Velardi
Printed Name: Donna Velardi

ATTEST:
By: [Signature]
Printed Name: GERALD ELLSWORTH
Title: Secretary
Address: 1124 HANSBERRY CT.
ORMOND BEACH FLA 32174

[Signature]
Printed Name: MARK ROSKAMP

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of MAY, 2008, by KATHLEEN POUNDS and GERALD ELLSWORTH, as President and Secretary, respectively, of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [] have produced _____ as identification.

(NOTARY SEAL)
MARK ROSKAMP
Comm# DD0749261
Expires 1/20/2012
Florida Notary Assn., Inc
.....

NOTARY PUBLIC - STATE OF FLORIDA
Print Name: MARK ROSKAMP
Commission No.: DD0749261
Commission Expires: 1-20-2012

UNOFFICIAL DOCUMENT

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY
(Section 1B-V, Unit 1A)**

This Partial Assignment of Declarant's rights under Declaration of Covenants, Conditions and Restrictions for Plantation Bay is made effective December __, 2005 by and between **INTERVEST AT PLANTATION BAY**, a Florida general partnership ("IPB"), **PLANTATION BAY COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation ("PBCA") and **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company ("PBCC").

RECITALS:

A. IPB is, pursuant to that Designation recorded in Official Records Book 3743, at page 1651, of the public records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, at page 74, of the public records of Volusia County, Florida, as the same has been amended from time to time (together the "Declaration").

B. PBCA and PBCC are the owners of two parcels comprising the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Exhibit A Property").

C. IPB, PBCA and PBCC have agreed that PBCA and PBCC should be jointly assigned certain rights of IPB as Successor Declarant under the Declaration, all as more particularly described hereafter.

NOW THEREFORE, in consideration of the the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IPB, PBCA and PBCC hereby agree as follows:

1. The parties agree and confirm that the above-stated recitals are true and correct.

2. IPB hereby assigns to PBCA and PBCC jointly, its rights as Successor Declarant to annex the Exhibit A Property to be subject to the terms of the Declaration, as contemplated by Section 8.01 of the Declaration.

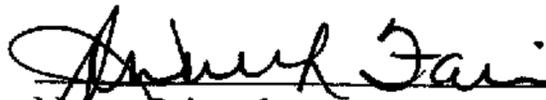
3. PBCA and PBCC hereby jointly accept, as to the Exhibit A Property, the rights of IPB, as Successor Declarant under the Declaration, to annex the Exhibit A Property to be subject to the terms of the Declaration, as contemplated by Section 8.01 of the Declaration.

4. IPB shall retain all rights and obligations as Successor Declarant under the terms of the Declaration that are not specifically assigned hereby.

IN WITNESS WHEREOF, the undersigned have each executed this instrument as of the date and year first above written.

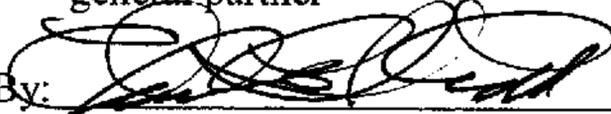
Signed, sealed and delivered
in the presence of:

INTERVEST AT PLANTATION BAY,
a Florida partnership


Name Printed: JEWELL L. FAIR

Name Printed: JOANNE SCHMIEDER

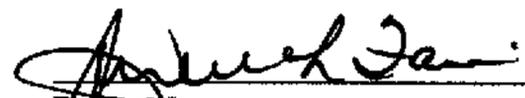
By: Planmor, Inc., a Florida corporation, as
general partner

By: 
Name Printed: Charlene B. Irland
Title: Vice President

STATE OF FLORIDA)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 19th day of December, 2005, by Charlene B. Irland, the Vice President of Planmor, Inc., a Florida corporation, as general partner of INTERVEST AT PLANTATION BAY, a Florida partnership, on behalf of the partnership.




Print Name _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____ or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced

Signed, sealed and delivered
in the presence of:

PLANTATION BAY COMMUNITY
ASSOCIATION, INC., a Florida non-
profit corporation

Jewell L. Fair
Name Printed: JEWELL L. FAIR

By: [Signature]
Name Printed: DOUGLAS R. ROSS, JR.
Title: PRESIDENT

[Signature]
Name Printed: JOANNE SCHMIEDER

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

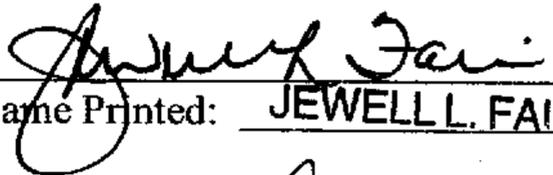
The foregoing instrument was acknowledged before me this 19th day of December, 2005, by Douglas R. Ross, Jr., the President of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.



Jewell L. Fair
Print Name _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____ or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced

Signed, sealed and delivered
in the presence of:

PLANTATION BAY COUNTRY CLUB, LLC, a Florida limited liability company

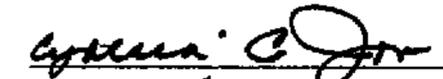

Name Printed: JEWELL L. FAIR

By: Prestwick Management, L.L.C., a Florida limited liability company, as managing member


Name Printed: JOANNE SCHIEDER

By: Prestwick at Plantation Bay, a Florida general partnership, as managing member

By: MHK of Volusia County, Inc., a Florida corporation, as managing partner

By: 
Name Printed: Cynthia C. Jones
Title: President

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 19th day of December, 2005, by Cynthia C. Jones, as President of MHK of Volusia County, Inc., a Florida corporation, as managing partner of Prestwick at Plantation Bay, a Florida general partnership, as managing member of Prestwick Management, L.L.C., a Florida limited liability company, as managing member of **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company, on behalf of the company.



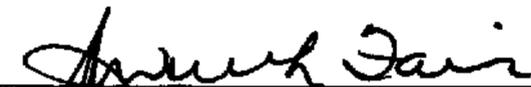

Print Name _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____ or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced _____

EXHIBIT A

All of Plantation Bay Unit 1B-V, Unit 1A according to the plat thereof recorded
in Map Book 52, at page 126 -of the public records of Volusia County, Florida.
137

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 1B-V, Unit 1A)

This instrument executed this 19th day of December, 2005, is executed by **PLANTATION BAY COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation ("PBCA") and **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company ("PBCC"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PBCA and PBCC, by instrument recorded on even date herewith, are the joint assignees of the right of the Successor Declarant, Intervest at Plantation Bay, a Florida general partnership ("IPB"), to annex the real property described on Exhibit A attached hereto and made a part hereof to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

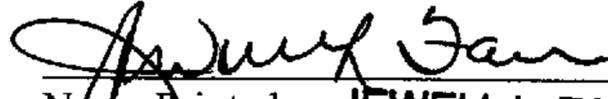
WHEREAS, by virtue of such assignment, PBCA and PBCC have the authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, PBCA and PBCC desire and intend to annex, and to subject to the provisions of the Declaration and to the jurisdiction of PBCA, the Property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, PBCA and PBCC hereby annex the real property described on Exhibit "A" attached hereto and declare the same subject to the jurisdiction of PBCA, and to all of the terms and conditions of the Declaration, as if said real property were originally set forth therein. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Signed, sealed and delivered
in the presence of:

**PLANTATION BAY COUNTRY
CLUB, LLC**, a Florida limited liability
company

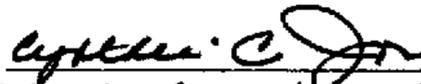

Name Printed: JEWELL L. FAIR

By: Prestwick Management, L.L.C., a
Florida limited liability company,
as managing member


Name Printed: JOANNE SCHMIEDER

By: Prestwick at Plantation Bay, a Florida
general partnership, as managing
member

By: MHK of Volusia County, Inc., a
Florida corporation, as managing
partner

By: 
Name Printed: Cynthia C. Jones
Title: President

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 19th day of
December, 2005, by Cynthia C. Jones, as President of MHK of Volusia
County, Inc., a Florida corporation, as managing partner of Prestwick at Plantation Bay, a
Florida general partnership, as managing member of Prestwick Management, L.L.C., a Florida
limited liability company, as managing member of **PLANTATION BAY COUNTRY CLUB,**
LLC, a Florida limited liability company, on behalf of the company.



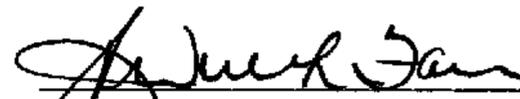

Print Name _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____ or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced

EXHIBIT A

All of Plantation Bay Unit 1B-V, Unit 1A according to the plat thereof recorded
in Map Book 52, at page 106 - of the public records of Volusia County, Florida.

107

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

12/27/2005 08:50 AM
Instrument# 2005-356031 # 1
Book : 5732
Page : 2895

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section 2EV, Unit 1A)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is Dec 22nd, 2005.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered
in the presence of:

INTERVEST AT PLANTATION BAY, a
Florida Partnership

By: PlanMor, Inc., a Florida Corporation,
General Partner

Joanne Schieder
Printed Name: **JOANNE SCHIEDER**

By: *(Signature)*
Morteza Hosseini Kargar,
President

Nicole Keeley
Printed Name: **NICOLE KEELEY**

PRESTWICK AT PLANTATION BAY, a
Florida Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner

Joanne Schieder
Printed Name: **JOANNE SCHIEDER**

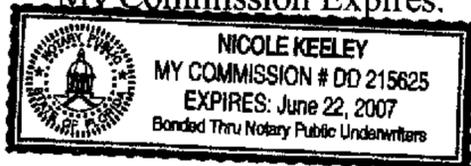
By: *(Signature)*
Cynthia C. Jones, President

Nicole Keeley
Printed Name: **NICOLE KEELEY**

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2005, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:

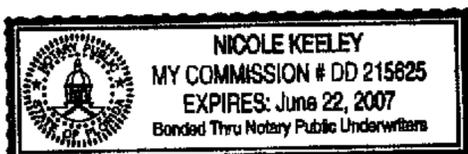


Nicole Keeley
Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:



Nicole Keeley
Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERLY MOST CORNER OF TRACT "C", PLANTATION BAY, SECTION 2E-V, UNIT 1 AS RECORDED IN MAP BOOK 50, PAGES 181-187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PLANTATION BAY SECTION 2E-V, UNIT 1, S53°20'49"E, 285.65 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S65°31'18"W, 26.74 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S24°28'42"E, 310.00 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, S76°27'46"W, 786.12 FEET TO THE EASTERLY LINE OF HAMPSTEAD LANE AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, SAID PUBLIC RECORDS; THENCE N00°03'46"E ALONG SAID EASTERLY LINE, 49.88 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 294.84 FEET AND A CENTRAL ANGLE OF 37°03'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, 190.72 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE, N37°00'00"W, 6.82 FEET TO THE SOUTHEASTERLY LINE OF LOT 66, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, SAID PUBLIC RECORDS; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY LINE, 147.67 FEET TO THE WESTERLY LINE OF LOT 145, PLANTATION BAY, SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, SAID PUBLIC RECORDS; THENCE S37°00'00"E ALONG THE WESTERLY LINE OF SAID LOT 145, A DISTANCE OF 29.53 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N53°00'00"E ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 3B, 280.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 765.00 FEET AND A CENTRAL ANGLE OF 12°48'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHEASTERLY BOUNDARY, 170.92 FEET; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY BOUNDARY, 51.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
CONTAINING 6.679 ACRES MORE OR LESS.

EXHIBIT "A"

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

12/27/2005 08:50 AM
Instrument# 2005-356032 # 1
Book : 5732
Page : 2898

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 2E-V, Unit 1A)

This instrument executed this 22ND day of December, 2005, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

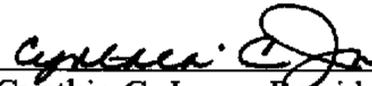
IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

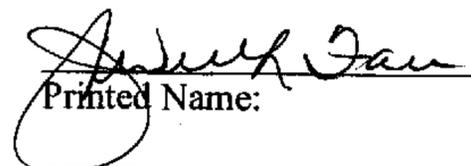
Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY, a
Florida General Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner


Printed Name: **JOANNE SCHMIEDER**

By: 
Cynthia C. Jones, President

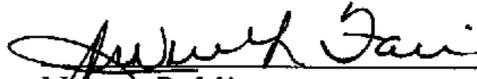

Printed Name:

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of December 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification.

My Commission Expires:


Notary Public
Printed Name:
Commission No.:



LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERLY MOST CORNER OF TRACT "C", PLANTATION BAY, SECTION 2E-V, UNIT 1 AS RECORDED IN MAP BOOK 50, PAGES 181-187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PLANTATION BAY SECTION 2E-V, UNIT 1, S53°20'49"E, 285.65 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S65°31'18"W, 26.74 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S24°28'42"E, 310.00 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, S76°27'46"W, 786.12 FEET TO THE EASTERLY LINE OF HAMPSTEAD LANE AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, SAID PUBLIC RECORDS; THENCE N00°03'46"E ALONG SAID EASTERLY LINE, 49.88 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 294.84 FEET AND A CENTRAL ANGLE OF 37°03'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, 190.72 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE, N37°00'00"W, 6.82 FEET TO THE SOUTHEASTERLY LINE OF LOT 66, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, SAID PUBLIC RECORDS; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY LINE, 147.67 FEET TO THE WESTERLY LINE OF LOT 145, PLANTATION BAY, SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, SAID PUBLIC RECORDS; THENCE S37°00'00"E ALONG THE WESTERLY LINE OF SAID LOT 145, A DISTANCE OF 29.53 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N53°00'00"E ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 3B, 280.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 765.00 FEET AND A CENTRAL ANGLE OF 12°48'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHEASTERLY BOUNDARY, 170.92 FEET; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY BOUNDARY, 51.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
CONTAINING 6.679 ACRES MORE OR LESS.

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

12/27/2005 08:50 AM
Instrument# 2005-356033 # 1
Book: 5732
Page: 2901

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section 2EV, Unit 3)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is Dec 22nd, 2005.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida Partnership

By: PlanMor, Inc., a Florida Corporation, General Partner

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

By: *[Signature]*
Morteza Hosseini-Kargar,
President

Nicole Keeley
Printed Name: NICOLE KEELEY

PRESTWICK AT PLANTATION BAY, a Florida Partnership

By: MHK of Volusia County, Inc., a Florida Corporation, General Partner

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

By: *[Signature]*
Cynthia C. Jones, President

Nicole Keeley
Printed Name: NICOLE KEELEY

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2005, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:

Nicole Keeley
Notary Public
Printed Name: NICOLE KEELEY
Commission No.:

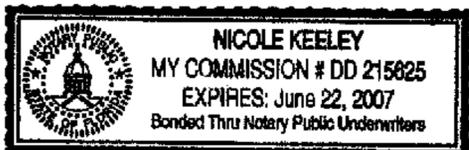


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:

Nicole Keeley
Notary Public
Printed Name: NICOLE KEELEY
Commission No.:



LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE RUN S89°46'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 951.21 FEET; THENCE N00°13'40"W, 2331.48 FEET; THENCE N68°50'17"W, 52.27 FEET; THENCE N21°09'43"E, 50.00 FEET; THENCE N68°50'17"W, 24.00 FEET; THENCE N21°09'43"E, 1006.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 981.94 FEET; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE S69°16'49"W, 63.70 FEET; THENCE S21°28'22"W, 104.85 FEET; THENCE S69°36'34"W, 97.32 FEET; THENCE S49°11'08"E, 73.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 07°17'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 58.65 FEET; THENCE S48°06'30"W, 120.00 FEET; THENCE S19°53'29"W, 88.88 FEET; THENCE S20°43'11"E, 278.43 FEET; THENCE S08°06'11"W, 47.01 FEET; THENCE S81°53'49"E, 125.00 FEET; THENCE S08°06'11"W, 132.12 FEET; S69°24'28"E, 75.93 FEET; THENCE N60°45'26"E, 123.05 FEET; THENCE N88°09'30"E, 88.42 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S01°50'30"E ALONG SAID EAST LINE, 1598.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.52 ACRES, MORE OR LESS.

EXHIBIT "A"

This instrument prepared by and)
should be returned to:)

Robyn Severs Braun, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)

Cross Reference O.R. Book 277, Page)
805, Public Records, Flagler County,)
Florida and O.R. Book 3005, Page 74)
of the Public Records of Volusia)
County, Florida.)

CERTIFICATE OF ELEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PLANTATION BAY

THIS IS TO CERTIFY that the following Eleventh Amendment amending Article XII, Section 12.01, of the Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was duly and properly adopted by the affirmative vote of Voting Members representing seventy-five percent (75%) of the total votes of the Association in accordance with Article XIII, Section 13.02 of said Declaration. The Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was originally recorded in Official Records (O.R.) Book 277, Page 805, and subsequently amended at O.R. Book 308, Page 248; O.R. Book 320, Page 819; O.R. Book 377, Page 210; O.R. Book 382, Page 754; O.R. Book 488, Page 1179; O.R. Book 582, Page 1039; O.R. Book 879, Page 124, all of the Public Records of Flagler County, Florida; and also originally recorded at O.R. Book 3005, Page 74, and subsequently amended at O.R. Book 3022, Page 75; O.R. Book 4329, Page 531; O.R. Book 5023, Page 2303; O.R. Book 5248, Page 535; O.R. Book 5247, Page 655, all of the Public Records of Volusia County, Florida.

ARTICLE XII, Use Restrictions and Restrictive Covenants, Section 12.01, Use Restrictions, Paragraph 4 is deleted in its entirety and hereby amended in full to read as follows:

Private golf carts may be used by residents within Plantation Bay if they are either Members in good standing of the Plantation Bay Sports Club and have obtained a valid Club decal or they have registered their cart through the Plantation Bay Community Association or any other registration agent approved by the Board of Directors. All operators of golf carts shall follow all rules established by the Association when traveling over or upon Association Common Property.

UNOFFICIAL DOCUMENT

Executed at Ormond Beach, Volusia County, Florida, on this the 8th day of May, 2008.

Signed, sealed and delivered in the presence of:

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

Donna Velardi
Printed Name: Donna Velardi

By: [Signature]
Printed Name: KATHLEEN POUNDS
Title: President
Address: 17 GARD LANE
ORMOND BEACH, FL 32174

[Signature]
Printed Name: MARK ROSKAMP

(CORPORATE SEAL)

Donna Velardi
Printed Name: Donna Velardi

ATTEST:
By: [Signature]
Printed Name: GERALD ELLSWORTH
Title: Secretary
Address: 1124 HANSBERRY CT.
ORMOND BEACH FLA 32174

[Signature]
Printed Name: MARK ROSKAMP

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of MAY, 2008, by KATHLEEN POUNDS and GERALD ELLSWORTH, as President and Secretary, respectively, of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [] have produced _____ as identification.

(NOTARY SEAL)
MARK ROSKAMP
Comm# DD0749261
Expires 1/20/2012
Florida Notary Assn., Inc
.....

NOTARY PUBLIC - STATE OF FLORIDA
Print Name: MARK ROSKAMP
Commission No.: DD0749261
Commission Expires: 1-20-2012

UNOFFICIAL DOCUMENT

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

12/27/2005 08:50 AM
Instrument# 2005-356034 # 1
Book : 5732
Page : 2904

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 2E-V, Unit 3)

This instrument executed this 30th day of December, 2005, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

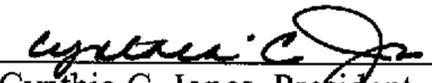
IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

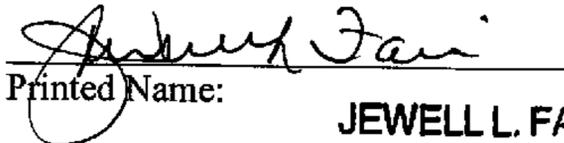
Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY, a
Florida General Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner


Printed Name: **JOANNE SCHMIEDER**

By: 
Cynthia C. Jones, President

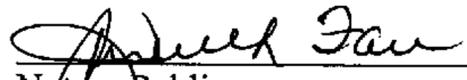

Printed Name: **JEWELL L. FAIR**

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification.

My Commission Expires:


Notary Public
Printed Name:
Commission No.:



LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE RUN S89°46'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 951.21 FEET; THENCE N00°13'40"W, 2331.48 FEET; THENCE N68°50'17"W, 52.27 FEET; THENCE N21°09'43"E, 50.00 FEET; THENCE N68°50'17"W, 24.00 FEET; THENCE N21°09'43"E, 1006.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 981.94 FEET; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE S69°16'49"W, 63.70 FEET; THENCE S21°28'22"W, 104.85 FEET; THENCE S69°36'34"W, 97.32 FEET; THENCE S49°11'08"E, 73.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 07°17'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 56.65 FEET; THENCE S48°06'30"W, 120.00 FEET; THENCE S19°53'29"W, 88.88 FEET; THENCE S20°43'11"E, 278.43 FEET; THENCE S08°06'11"W, 47.01 FEET; THENCE S81°53'49"E, 125.00 FEET; THENCE S08°06'11"W, 132.12 FEET; S69°24'28"E, 75.93 FEET; THENCE N60°45'26"E, 123.05 FEET; THENCE N88°09'30"E, 88.42 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S01°50'30"E ALONG SAID EAST LINE, 1598.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.52 ACRES, MORE OR LESS.

EXHIBIT "A"

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

12/27/2005 08:50 AM
Instrument# 2005-356035 # 1
Book : 5732
Page : 2907

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section 2EV, Unit 4)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is Dec 22nd, 2005.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida Partnership

By: PlanMor, Inc., a Florida Corporation, General Partner

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER
Nicole Keeley
Printed Name: NICOLE KEELEY

By: [Signature]
Morteza Hosseini-Kargar,
President

PRESTWICK AT PLANTATION BAY, a Florida Partnership

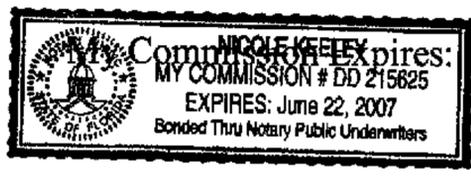
By: MHK of Volusia County, Inc., a Florida Corporation, General Partner

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER
Nicole Keeley
Printed Name: NICOLE KEELEY

By: [Signature]
Cynthia C. Jones, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

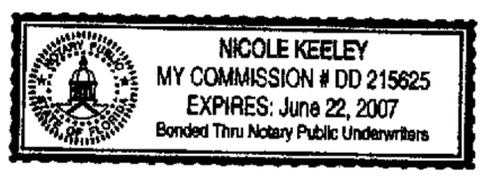


[Signature]
Notary Public
Printed Name: NICOLE KEELEY
Commission No.:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on behalf of said Partnership. She is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:



[Signature]
Notary Public
Printed Name: NICOLE KEELEY
Commission No.:

LEGAL DESCRIPTION:

A PORTION OF SECTION 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEASTERLY CORNER OF TRACT LOT 137, PLANTATION BAY, SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N20°18'13"W, ALONG THE EASTERLY LINE OF SAID LOT 137, A DISTANCE OF 126.38 FEET TO THE SOUTHEASTERLY LINE OF TRACT "KK", SAID PLANTATION BAY SECTION 1D-V, UNIT 3B; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY LINE, 1372.50 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 743.70 FEET; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE S46°14'32"W, 422.52 FEET, THENCE S21°04'15"E, 21.90 FEET; THENCE S68°55'45"W, 36.97 FEET; THENCE S20°43'11"E, 550.01 FEET; THENCE N68°55'45"E, 40.34 FEET; THENCE S21°04'15"E, 207.50 FEET; THENCE N68°55'45"E, 384.05 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 1564.29 FEET TO THE SOUTHEASTERLY CORNER OF TRACT "D", PLANTATION BAY SECTION 2E-V, UNIT 1, AS RECORDED IN MAP BOOK 50, PAGES 181-187, SAID PUBLIC RECORDS; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE ALONG THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 2E-V, UNIT 1, N52°42'22"W, 489.17 FEET; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY N48°06'25"W, 745.31; THENCE N71°52'57"W ALONG SAID BOUNDARY, 49.36 FEET; THENCE N78°51'51"W ALONG SAID BOUNDARY, 93.56 FEET; THENCE N67°03'26"W ALONG SAID BOUNDARY, 50.07 FEET; THENCE N63°52'15"W ALONG SAID BOUNDARY, 140.00 FEET; THENCE N78°38'14"W ALONG SAID BOUNDARY, 68.69 FEET; THENCE N35°10'12"W ALONG SAID BOUNDARY, 1163.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.03 ACRES, MORE OR LESS.

EXHIBIT "A"

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

12/27/2005 08:50 AM
Instrument# 2005-356036 # 1
Book : 5732
Page : 2910

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 2E-V, Unit 4)

This instrument executed this 22nd day of December, 2005, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

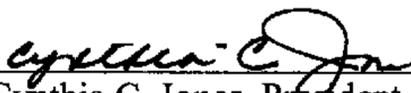
IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

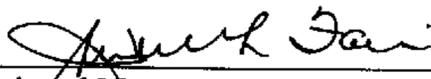
Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY, a
Florida General Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner


Printed Name: **JOANNE SCHMIEDER**

By: 
Cynthia C. Jones, President

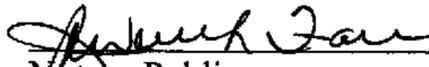

Printed Name: **JEWELL L. FAIR**

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. ~~She is personally known to me or has produced~~ _____ as identification.

My Commission Expires:


Notary Public
Printed Name:
Commission No.:



LEGAL DESCRIPTION:

A PORTION OF SECTION 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEASTERLY CORNER OF TRACT LOT 137, PLANTATION BAY, SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N20°18'13"W, ALONG THE EASTERLY LINE OF SAID LOT 137, A DISTANCE OF 126.38 FEET TO THE SOUTHEASTERLY LINE OF TRACT "KK", SAID PLANTATION BAY SECTION 1D-V, UNIT 3B; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY LINE, 1372.50 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 743.70 FEET; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE S46°14'32"W, 422.52 FEET, THENCE S21°04'15"E, 21.90 FEET; THENCE S68°55'45"W, 36.97 FEET; THENCE S20°43'11"E, 550.01 FEET; THENCE N68°55'45"E, 40.34 FEET; THENCE S21°04'15"E, 207.50 FEET; THENCE N68°55'45"E, 384.05 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 1564.29 FEET TO THE SOUTHEASTERLY CORNER OF TRACT "D", PLANTATION BAY SECTION 2E-V, UNIT 1, AS RECORDED IN MAP BOOK 50, PAGES 181-187, SAID PUBLIC RECORDS; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE ALONG THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 2E-V, UNIT 1, N52°42'22"W, 489.17 FEET; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY N48°06'25"W, 745.31; THENCE N71°52'57"W ALONG SAID BOUNDARY, 49.36 FEET; THENCE N78°51'51"W ALONG SAID BOUNDARY, 93.56 FEET; THENCE N67°03'26"W ALONG SAID BOUNDARY, 50.07 FEET; THENCE N63°52'15"W ALONG SAID BOUNDARY, 140.00 FEET; THENCE N78°38'14"W ALONG SAID BOUNDARY, 68.69 FEET; THENCE N35°10'12"W ALONG SAID BOUNDARY, 1163.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.03 ACRES, MORE OR LESS.

This Instrument Prepared By,
Record and Return To:

Douglas R. Ross, Jr.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
(Section 1DV, Unit 4)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A

Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is Dec 22nd, 2005.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered
in the presence of:

INTERVEST AT PLANTATION BAY, a
Florida Partnership

By: PlanMor, Inc., a Florida Corporation,
General Partner

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

By: [Signature]
Morteza Hosseini-Kargar,
President

Nicole Keeley
Printed Name: NICOLE KEELEY

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2005, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me.

My Commission Expires:

Nicole Keeley
Notary Public
Printed Name: NICOLE KEELEY
Commission No.:



Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY, a
Florida Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner

Joanne Schmieder
Printed Name: **JOANNE SCHMIEDER**

By: Cynthia C. Jones
Cynthia C. Jones, President

Nicole Keeley
Printed Name:

NICOLE KEELEY

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on behalf of said Partnership. She is personally known to me.

My Commission Expires:

Nicole Keeley
Notary Public
Printed Name: **NICOLE KEELEY**
Commission No.:



EXHIBIT A

LEGAL DESCRIPTION

PLANTATION BAY SECTION 1DV, UNIT 4

LEGAL DESCRIPTION:

A PORTION OF SECTION 14 AND SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE, N87°24'19"E, ALONG THE NORTH LINE OF SAID SECTION 14, 835.00 FEET TO THE EAST BOUNDARY LINE OF PLANTATION BAY SECTION 1D-V, UNIT 1, AS RECORDED IN MAP BOOK 46, PAGES 185-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE N02°35'41"W, ALONG SAID EAST BOUNDARY LINE 45.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PLANTATION BAY DRIVE, A 60 FOOT PRIVATE ROAD, PER PLANTATION BAY, PHASE 1C-V, UNIT 1, MAP BOOK 44, PAGES 194-195, OF SAID PUBLIC RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 25°24'08", AND A CHORD BEARING OF N65°22'42"E; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE 223.89 FEET TO THE SOUTH BOUNDARY LINE OF PLANTATION BAY, PHASE 1C-V, UNIT 2, AS RECORDED IN MAP BOOK 45, PAGES 152-154, OF SAID PUBLIC RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20", AND A CHORD BEARING OF S11°11'58"W; THENCE SOUTHERLY ALONG SAID SOUTH BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE 36.20 FEET; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY LINE FOR THE FOLLOWING FIVE COURSES: S30°16'42"E, 134.55 FEET; THENCE N88°06'58"E, 196.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 102.27 FEET; THENCE S73°51'18"E, 409.73 FEET; THENCE S76°02'47"E, 649.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT-OF-WAY; THENCE S20°43'11"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1563.80 FEET TO THE NORTH BOUNDARY LINE OF PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 FOR THE FOLLOWING SIX COURSES: S69°16'49"W, 330.18 FEET; THENCE N86°36'19"W, 136.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 01°17'09", AND A CHORD BEARING OF S00°38'34"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 21.43 FEET; THENCE S00°00'00"E, 21.98 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 745.00 FEET AND A CENTRAL ANGLE OF 106°42'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 1387.60 FEET; THENCE N73°17'01"W, 409.64 FEET TO THE SOUTHEAST CORNER OF LOT 32, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1 FOR THE FOLLOWING TEN COURSES: N16°42'59"E, 180.00 FEET; THENCE S73°17'01"E, 51.00 FEET; THENCE N16°42'59"E, 80.00 FEET; THENCE N73°17'01"W, 15.00 FEET; THENCE N16°42'59"E, 315.95 FEET TO THE BEGINNING OF A CURVE CONCAVE WEST HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 618.02 FEET; THENCE N27°00'00"W, 908.69 FEET TO THE BEGINNING OF A CURVE CONCAVE EAST HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 230.02 FEET; THENCE N02°35'41"W, 325.71 FEET TO THE POINT OF BEGINNING.
CONTAINING 3561656 SQUARE FEET OR 81.764 ACRES, MORE OR LESS

This Instrument Prepared By, And
After Recording Return To:

Douglas R. Ross, Jr.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section IDV, Unit 4)

This instrument executed this 22nd day of December, 2005, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms,

conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY, a
Florida General Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

By: Cynthia C. Jones
Cynthia C. Jones, President

Jewell L. Fair
Printed Name: JEWELL L. FAIR

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Cynthia C. Jones, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. She is personally known to me. *mf*

My Commission Expires:
Jewell L. Fair
Commission # DD433052
Expires May 23, 2009
Wendell Troy Fair - Insurance, Inc. 800-365-7019

Jewell L. Fair
Notary Public

EXHIBIT "A"

PLANTATION BAY SECTION 1DV, UNIT 4

LEGAL DESCRIPTION:

A PORTION OF SECTION 14 AND SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE, N87°24'19"E, ALONG THE NORTH LINE OF SAID SECTION 14, 835.00 FEET TO THE EAST BOUNDARY LINE OF PLANTATION BAY SECTION 1D-V, UNIT 1, AS RECORDED IN MAP BOOK 46, PAGES 185-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE N02°35'41"W, ALONG SAID EAST BOUNDARY LINE 45.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PLANTATION BAY DRIVE, A 60 FOOT PRIVATE ROAD, PER PLANTATION BAY, PHASE 1C-V, UNIT 1, MAP BOOK 44, PAGES 194-195, OF SAID PUBLIC RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 25°24'08", AND A CHORD BEARING OF N65°22'42"E; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE 223.89 FEET TO THE SOUTH BOUNDARY LINE OF PLANTATION BAY, PHASE 1C-V, UNIT 2, AS RECORDED IN MAP BOOK 45, PAGES 152-154, OF SAID PUBLIC RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20", AND A CHORD BEARING OF S11°11'58"W; THENCE SOUTHERLY ALONG SAID SOUTH BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE 36.20 FEET; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY LINE FOR THE FOLLOWING FIVE COURSES: S30°16'42"E, 134.55 FEET; THENCE N88°06'58"E, 196.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 102.27 FEET; THENCE S73°51'18"E, 409.73 FEET; THENCE S76°02'47"E, 649.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT-OF-WAY; THENCE S20°43'11"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1563.80 FEET TO THE NORTH BOUNDARY LINE OF PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 FOR THE FOLLOWING SIX COURSES: S69°16'49"W, 330.18 FEET; THENCE N86°36'19"W, 136.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 01°17'09", AND A CHORD BEARING OF S00°38'34"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 21.43 FEET; THENCE S00°00'00"E, 21.98 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 745.00 FEET AND A CENTRAL ANGLE OF 106°42'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 1387.60 FEET; THENCE N73°17'01"W, 409.64 FEET TO THE SOUTHEAST CORNER OF LOT 32, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1 FOR THE FOLLOWING TEN COURSES: N16°42'59"E, 180.00 FEET; THENCE S73°17'01"E, 51.00 FEET; THENCE N16°42'59"E, 80.00 FEET; THENCE N73°17'01"W, 15.00 FEET; THENCE N16°42'59"E, 315.95 FEET TO THE BEGINNING OF A CURVE CONCAVE WEST HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 618.02 FEET; THENCE N27°00'00"W, 908.69 FEET TO THE BEGINNING OF A CURVE CONCAVE EAST HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 230.02 FEET; THENCE N02°35'41"W, 325.71 FEET TO THE POINT OF BEGINNING.
CONTAINING 3561656 SQUARE FEET OR 81.764 ACRES, MORE OR LESS

This instrument prepared by and should
 be returned to:)
)
)
Elizabeth A. Lanham-Patrie, Esquire)
 Becker & Poliakoff, P.A.)
 111 North Orange Ave.)
 Suite 1400)
 Orlando, FL 32801)
)
)
)
)

Inst No: 2014038585 12/22/2014 11:53 AM
 BK:2040 PG:909 PAGES:54
 RECORDED IN THE RECORDS OF
 Gail Wadsworth Clerk of the Circuit Court & Comptroller
 Flagler FL

01/13/2015 09:51 AM
 Instrument# 2015-005418 # 1
 BOOK : 7072
 Page : 2569

**NOTICE OF PRESERVATION OF
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF PLANTATION BAY**

THIS NOTICE is being recorded pursuant to Sections 712.05 and 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the Declaration of Covenants, Conditions and Restrictions of Plantation Bay recorded at Official Records Book 277, Page 805 in the Public Records of Flagler County, Florida on April 7, 1986 and recorded at Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida on April 7, 1986, (hereinafter the "Original Declaration") as amended and supplemented by the documents identified in **Exhibit "A"**, which is attached hereto and incorporated herein all as recorded in both the Public Records of Flagler County Florida and Volusia County, Florida (the Original Declaration and the amendments and supplements are hereinafter collectively referred to as the "Declarations").

The property affected by this Notice is described on **Exhibit "B"**, which is the original property submitted to the Original Declaration, and **Exhibits "B-1 through "B-26"**, which is the property that was later annexed and submitted to the Declarations all of the Public Records of both Flagler County, Florida and Volusia County, Florida.

The name and address of the homeowners' association filing this Notice on behalf of the Members is Plantation Bay Community Association, Inc., c/o Kathleen Pounds 103A North Lake Drive, Ormond Beach, Florida 32174 (hereinafter "Association").

Attached hereto as **Exhibit "C"** is an Affidavit executed by the President of the Association affirming that the meeting's date, time, place and the Statement of Marketable Title Action required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declarations.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declarations was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on **November 10, 2014**.

EXECUTED at FLAGLER (city), _____ County, Florida, on this 12 day of November, 2014.

WITNESSES:

Joan Beck
Print Name: JOAN BECK

Greg Brousse
Print Name: Greg Brousse

Greg Brousse
Print Name: Greg Brousse

Joan Beck
Print Name: JOAN BECK

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

By: Kathleen Pounds
Print Name: KATHLEEN POUNDS
President

Address: 17 Gale Ln.
Ormond Beach, FL 32174

Attest: John Gamin
Print Name: JOHN GAMIN
Secretary

Address: 451 LONG COVE ROAD
ORMOND BEACH FL 32174
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF FLAGLER

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of NOV., 2014, by KATHLEEN POUNDS and JOHN GAMIN, as the President and Secretary, respectively, of **PLANTATION BAY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, who (check one) are personally known to me or produced NA (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 13 day of NOV., 2014.

A. H. Kargar
Notary Public - State of Florida
Print Name: ALI H. KARGAR
Commission No.: FF 12545
My Commission Expires: MAY 21, 2018



EXHIBIT "A"**PLANTATION BAY COMMUNITY ASSOCIATION, INC.**

1. First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated March 24, 1987, and recorded at Official Records Book 308, Page 248, Public Records of Flagler County, Florida on March 27, 1987. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
2. Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated May 21, 1987, and recorded at Official Records Book 320, Page 819, Public Records of Flagler County, Florida on June 12, 1987. Also recorded at Official Records Book 3022, Page 75, Public Records of Volusia County, Florida.
3. Second Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated December 19, 1988, and recorded at Official Records Book 377, Page 210, Public Records of Flagler County, Florida on January 4, 1989. According to Corrective Volusia Recording Affidavit recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County dated May 26, 2005, this amendment was not recorded in Volusia County because the document has been replace or superseded by subsequent recorded amendments to the Declaration.
4. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated February 20, 1989, and recorded at Official Records Book 382, Page 754, Public Records of Flagler County, Florida on February 28, 1989. According to Corrective Volusia Recording Affidavit recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County dated May 26, 2005, this amendment was not recorded in Volusia County because the document has been replaced or superseded by subsequent recorded amendments to the Declaration.
5. Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated April 28, 1993, and recorded at Official Records Book 488, Page 1179, Public Records of Flagler County, Florida on May 28, 1993. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
6. Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated March 22, 1997, and recorded at Official Records Book 582, Page 1039, Public Records of Flagler County, Florida on May 12, 1997. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
7. Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated July 20, 1998, and recorded at Official Records Book 625, Page 347, Public Records of Flagler County, Florida on August 21, 1998. Also recorded at Official Records Book 4329, Page 531, Public Records of Volusia County, Florida on July 22, 1998.

8. Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated November 22, 2002, and recorded at Official Records Book 879, Page 124, Public Records of Flagler County, Florida on December 30, 2002. Also recorded at Official Records Book 5023, Page 2303, Public Records of Volusia County, Florida on February 26, 2003.
9. Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated January 12, 2004, and recorded at Official Records Book 1581, Page 740, Public Records of Flagler County, Florida on June 7, 2007. Also recorded at Official Records Book 5248, Page 535, Public Records of Volusia County, Florida on January 27, 2004.
10. Tenth Amendment to Declaration of Covenants, Conditions, and Restrictions for Plantation Bay, dated December 12, 2003, and recorded at Official Records Book 1581, Page 744, Public Records of Flagler County, Florida on June 7, 2007. Also recorded at Official Records Book 5247, Page 655, Public Records of Volusia County, Florida on January 23, 2004.
11. Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay, dated May 8, 2008 and recorded at Official Records Book 1660, Page 1563, Public Records of Flagler County, Florida on May 13, 2008. Also recorded at Official Records Book 6231, Page 736, Public Records of Volusia County, Florida on May 14, 2008.
12. Certificate of Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay, dated October 26, 2009 and recorded at Official Records Book 1755, Page 1691, Public Records of Flagler County, Florida on February 8, 2010. Also recorded at Official Records Book 6421, Page 1456, Public Records of Volusia County, Florida on November 25, 2009.
13. Certificate of Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay, dated October 26, 2009 and recorded at Official Records Book 1755, Page 1687, Public Records of Flagler County, Florida on February 8, 2010. Also recorded at Official Records Book 6421, Page 1459, Public Records of Volusia County, Florida on November 25, 2009.
14. Joint Declaration Concerning Easements and Use Rights, Plantation Bay, Volusia County, Florida dated November 8, 1991 and recorded at Official Records Book 3710, Page 1801, Public Records of Volusia County, Florida.
15. Joint Declaration Concerning Easement and Use Rights, Plantation Bay, Flagler County, Florida recorded at Official Records Book 458, Page 554 in the Public Records of Flagler County, Florida.
16. Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated July 7, 1987, and recorded at Official Records Book 318, Page 981, Public Records of Flagler County, Florida on July 22, 1987. Also recorded at Official Records Book 3011, Page 737, Public Records of Volusia County, Florida.

17. Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated August 24, 1987, and recorded at Official Records Book 1251, Page 1693, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 3078, Page 509, Public Records of Volusia County, Florida on December 30, 1987.
18. Annexation Amendment of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida, dated June 4, 1991, and recorded at Official Records Book 1251, Page 1696, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 3648, Page 123, Public Records of Volusia County, Florida on June 19, 1991.
19. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Flagler County, Florida (1CF-1) dated December 21, 1993 and recorded at Official Records Book 503, Page 1, Public Records of Flagler County, Florida on December 29, 1993. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
20. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Flagler County, Florida (1BF-2) dated December 21, 1993 and recorded at Official Records Book 503, Page 4, Public Records of Flagler County, Florida on December 29, 1993. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
21. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Phase 1C-V) dated August 24, 1994 and recorded at Official Records Book 1251, Page 1699, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 3960, Page 154, Public Records of Volusia County, Florida on October 26, 1994.
22. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IC-V, Unit 2) dated April 17, 1996 and recorded at Official Records Book 1251, Page 1702, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 4103, Page 733, Public Records of Volusia County, Florida on May 8, 1996.
23. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Flagler County, Florida (Section ICF-2) dated September 12, 1997 and recorded at Official Records Book 594, Page 262, Public Records of Flagler County, Florida on October 1, 1997.
24. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 1) dated August 20, 1998 and recorded at Official Records Book 1251, Page 1711, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 4341, Page 4656 Public Records of Volusia County, Florida on August 31, 1998.
25. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 2) dated February 8, 2000 and recorded at Official Records Book 701, Page 82, Public Records of Flagler County,

Instrument# 2015-005418 # 6
Book : 7072
Page : 2574

- Florida on July 11, 2000. Also recorded at Official Records Book 4520, Page 2140, Public Records of Volusia County, Florida on February 9, 2000.
26. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-V, Unit 1) dated April 24, 2000 and recorded at Official Records Book 697, Page 1162, Public Records of Flagler County, Florida on June 13, 2000. Also recorded at Official Records Book 4544, Page 4775, Public Records of Volusia County, Florida on April 28, 2000.
 27. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-F) dated August 8, 2000 and recorded at Official Records Book 712, Page 139, Public Records of Flagler County dated October 12, 2000. Also recorded at Official Records Book 4591, Page 519, Public Records of Volusia County, Florida on September 13, 2000.
 28. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 3A) dated July 11, 2001 and recorded at Official Records Book 1374, Page 200, Public Records of Flagler County, Florida on December 30, 2005. Also recorded at Official Records Book 4752, Page 3859, Public Records of Volusia County, Florida on October 4, 2001.
 29. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-V, Unit 2) dated August 19, 2002 and recorded at Official Records Book 857, Page 1692, Public Records of Flagler County, Florida on October 16, 2002. Also recorded at Official Records Book 4927, Page 1902, Public Records of Volusia County, Florida on September 13, 2002.
 30. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-V, Unit 3) dated April 9, 2003 and recorded at Official Records Book 961, Page 170, Public Records of Flagler County, Florida on July 26, 2003. Also recorded at Official Records Book 5062, Page 4576, Public Records of Volusia County, Florida on April 29, 2003.
 31. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 3B) dated June 5, 2003 and recorded at Official Records Book 1373, Page 732, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5095, Page 3709, Public Records of Volusia County, Florida on June 16, 2003.
 32. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 1) dated April 20, 2004 and recorded at Official Records Book 1373, Page 720, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5313, Page 2759, Public Records of Volusia County, Florida on May 10, 2004.
 33. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 2) dated February 15, 2005 and recorded at Official Records Book 1373, Page 726, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5495, Page 4395, Public Records of Volusia County, Florida on February 23, 2005.

Instrument# 2015-005418 # 7
Book : 7072
Page : 2575

34. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 3C) dated May 13, 2005 and recorded at Official Records Book 1373, Page 738, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5567, Page 3535, Public Records of Volusia County, Florida on June 3, 2005.
35. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 1B-V, Unit 1A) dated December 19, 2005 and recorded at Official Records Book 1374, Page 208, Public Records of Flagler County, Florida on December 30, 2005. Also recorded at Official Records Book 5728, Page 2823, Public Records of Volusia County, Florida on December 20, 2005.
36. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 1D, Unit 4) dated December 22, 2005 and recorded at Official Records Book 1373, Page 700, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2917, Public Records of Volusia County, Florida on December 27, 2005.
37. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 1A) dated December 22, 2005 and recorded at Official Records Book 1373, Page 681, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2898, Public Records of Volusia County, Florida on December 27, 2005.
38. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 3) dated December 22, 2005 and recorded at Official Records Book 1373, Page 687, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2904, Public Records of Volusia County, Florida on December 27, 2005.
39. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 4) dated December 22, 2005 and recorded at Official Records Book 1373, Page 693, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2910, Public Records of Volusia County, Florida on December 27, 2005.
40. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Unplatted 16.23 Acre Parcel) dated December 22, 2005 and recorded at Official Records Book 1373, Page 708, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2925, Public Records of Volusia County, Florida on December 27, 2005.
41. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 3) dated April 2, 2008 and recorded at Official Records Book 1666, Page 170, Public Records of Flagler County, Florida on June 11, 2008. Also recorded at Official Records Book 6232, Page 17 dated May 16, 2008.

Instrument# 2015-005418 # 8

Book : 7072

Page : 2576

42. Vacation, Reallocation and Declaration of Easements Plantation Bay, Flagler County, Florida dated November 5, 1992 and recorded at Official Records Book 476, Page 1653, Public Records of Flagler County, Florida on November 5, 1992.
43. Vacation, Reallocation and Declaration of Easements Plantation Bay, Flagler County, Florida dated November 19, 1993 and recorded at Official Records Book 501, Page 148, Public Records of Flagler County, Florida on December 2, 1993.

ACTIVE: P23038/354035:6181904_1_BPATRIE

EXHIBIT B

OFF. REC. 277 PAGE 843

LAND INITIALLY SUBMITTED

A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND A PORTION OF BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF SAID-SECTION 3, -RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10 A DISTANCE OF 1398.59 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; CENTRAL ANGLE OF 38 DEGREES 37 MINUTES 01 SECONDS, AND A CHORD BEARING OF SOUTH 46 DEGREES 43 MINUTES 16 SECONDS WEST; THENCE DEPARTING SAID SECTION LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.00 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 26 MINUTES 22 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A

OFF.
REC. 277 PAGE 844

DISTANCE OF 315.51 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE SOUTH 39 DEGREES 17 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.78 FEET, CENTRAL ANGLE OF 29 DEGREES 36 MINUTES 20 SECONDS, AND A CHORD BEARING OF SOUTH 54 DEGREES 06 MINUTES 06 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN DEED BOOK 446, PAGE 128, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID LINE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST A DISTANCE OF 155.83 FEET; THENCE NORTH 50 DEGREES 26 MINUTES 19 SECONDS WEST A DISTANCE OF 3340.24 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 1182.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.34 ACRES

IN ADDITION TO THE FOREGOING PROPERTY, TRACT RW-8 OF THE PLANTATION BAY SCHOOL SITE, AS PER PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE PROPERTY IS REFLECTED ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PLAT BOOK 27, PAGES 40 THROUGH 49.

30110739

BOOK PAGE
VOLUSIA COUNTY



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

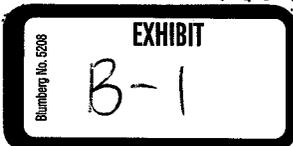
REC 0318 PAGE 0983

PLANTATION BAY PHASE I-B
GOLF COURSE & CLUBHOUSE IN VOLUSIA COUNTY

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 44 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY. A 65 FOOT RIGHT-OF-WAY, THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREE 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, DUNWELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 884.09 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 440.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 4, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREE 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 427.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.48 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREE 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 19 SECONDS EAST A DISTANCE OF 824.38 FEET TO THE P.C. OF A CURVE, CURVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 53 MINUTES 34 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 439.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREE 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1340.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 02 DEGREE 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.37 FEET TO THE CORNER OF BEARBULLS; THENCE DEPARTING SAID LINE, AND THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN NORTH 87 DEGREE 57 MINUTES 30 SECONDS EAST A DISTANCE OF 141.65 FEET; THENCE SOUTH 20 DEGREE 49 MINUTES 39 SECONDS EAST A DISTANCE OF 240.74 FEET; THENCE NORTH 49 DEGREE 10 MINUTES 01 SECONDS EAST A DISTANCE OF 316.33 FEET; THENCE SOUTH 30 DEGREE 49 MINUTES 39 SECONDS EAST A DISTANCE OF 188.00 FEET; THENCE SOUTH 67 DEGREE 10 MINUTES 01 SECONDS WEST A DISTANCE OF 357.44 FEET; THENCE SOUTH 27 DEGREE 24 MINUTES 54 SECONDS WEST A DISTANCE OF 119.85 FEET; THENCE SOUTH 42 DEGREE 33 MINUTES 04 SECONDS EAST A DISTANCE OF 141.83 FEET; THENCE SOUTH 27 DEGREE 24 MINUTES 34

EXHIBIT "A"
Page 1 of 3

FOR: FALCON DEVELOPMENT COMPANY	JOB NO.: 85-3064	SHEET 01
	DATE: OCTOBER 29, 1985	



30110740

REC 0318 PAGE 0984

BOOK PAGE
VOLUSIA COUNTY



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SQ. NOVA ROAD PORT ORANGE, FL 32019
TEL 804-781-5385

SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 53 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 217.70 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 27 SECONDS EAST A DISTANCE OF 134.29 FEET; THENCE SOUTH 42 DEGREES 33 MINUTES 06 SECONDS EAST A DISTANCE OF 400.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (SR-9) A 300 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 1347.39 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 43 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 300.79 FEET; THENCE NORTH 33 DEGREES 16 MINUTES 29 SECONDS WEST A DISTANCE OF 144.44 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 03 SECONDS WEST A DISTANCE OF 152.79 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 07 SECONDS WEST A DISTANCE OF 189.42 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST A DISTANCE OF 140.00 FEET; THENCE NORTH 83 DEGREES 36 MINUTES 50 SECONDS EAST A DISTANCE OF 98.82 FEET; THENCE SOUTH 46 DEGREES 32 MINUTES 27 SECONDS EAST A DISTANCE OF 172.19 FEET; THENCE SOUTH 37 DEGREES 34 MINUTES 41 SECONDS EAST A DISTANCE OF 344.82 FEET; THENCE SOUTH 16 DEGREES 32 MINUTES 05 SECONDS EAST A DISTANCE OF 205.93 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 35 SECONDS EAST A DISTANCE OF 90.14 FEET; THENCE SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 03 DEGREES 37 MINUTES 45 SECONDS WEST A DISTANCE OF 166.03 FEET; THENCE SOUTH 28 DEGREES 53 MINUTES 21 SECONDS WEST A DISTANCE OF 77.62 FEET; THENCE SOUTH 73 DEGREES 01 MINUTES 26 SECONDS WEST A DISTANCE OF 151.21 FEET; THENCE SOUTH 49 DEGREES 10 MINUTES 46 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST A DISTANCE OF 94.51 FEET; THENCE SOUTH 60 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.72 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 212.03 FEET, CENTRAL ANGLE OF 57 DEGREES 44 MINUTES 38 SECONDS, AND A CHORD BEARING OF NORTH 27 DEGREES 53 MINUTES 08 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.69 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 570.75 FEET; THENCE NORTH 18 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 677.40 FEET; THENCE NORTH 41 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 348.99 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 52 SECONDS WEST A DISTANCE OF 300.00 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 08 SECONDS EAST A DISTANCE OF 123.97 FEET; THENCE SOUTH 48 DEGREES 30 MINUTES 22 SECONDS EAST A DISTANCE OF 139.81 FEET; THENCE NORTH 54 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 110.00 FEET; THENCE NORTH 33 DEGREES 35 MINUTES 27 SECONDS WEST A DISTANCE OF 380.13 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 32 SECONDS WEST A DISTANCE OF 339.02 FEET; THENCE NORTH 83 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 445.08 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 12 SECONDS WEST A DISTANCE OF 66.38 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 439.00 FEET, CENTRAL ANGLE OF 23 DEGREES 15 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 20 DEGREES 34 MINUTES 33.5 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 174.51 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 336.44 FEET, CENTRAL ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS, AND A CHORD BEARING OF NORTH 30 DEGREES 08 MINUTES 49

EXHIBIT "A"
Page 2 of 9

FOR: FALCON DEVELOPMENT
COMPANY

JOB NO.: 86-1064
DATE: OCTOBER 23, 1986

SHEET 07

30110741

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0318 PAGE 0985



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 804-781-5385

SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.74 FEET; THENCE NORTH 49 DEGREES 05 MINUTES 27 SECONDS WEST A DISTANCE OF 40.20 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREE 00 MINUTES 30 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 477.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL B)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 4014.77 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN NORTH 82 DEGREE 37 MINUTES 48 SECONDS EAST A DISTANCE OF 88.11 FEET; THENCE NORTH 03 DEGREE 20 MINUTES 51 SECONDS EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 87 DEGREE 41 MINUTES 42 SECONDS EAST A DISTANCE OF 537.03 FEET; THENCE SOUTH 44 DEGREE 03 MINUTES 25 SECONDS WEST A DISTANCE OF 325.33 FEET; THENCE SOUTH 10 DEGREE 47 MINUTES 52 SECONDS EAST A DISTANCE OF 144.12 FEET; THENCE SOUTH 26 DEGREE 31 MINUTES 09 SECONDS WEST A DISTANCE OF 84.50 FEET; THENCE SOUTH 82 DEGREE 10 MINUTES 41 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 70 DEGREE 59 MINUTES 54 SECONDS WEST A DISTANCE OF 132.77 FEET; THENCE SOUTH 78 DEGREE 08 MINUTES 33 SECONDS WEST A DISTANCE OF 142.09 FEET; THENCE SOUTH 03 DEGREE 02 MINUTES 44 SECONDS WEST A DISTANCE OF 50.91 FEET; THENCE SOUTH 09 DEGREE 47 MINUTES 29 SECONDS EAST A DISTANCE OF 70.64 FEET; THENCE NORTH 84 DEGREE 32 MINUTES 32 SECONDS EAST A DISTANCE OF 328.33 FEET; THENCE NORTH 43 DEGREE 31 MINUTES 04 SECONDS EAST A DISTANCE OF 74.05 FEET; THENCE NORTH 64 DEGREE 31 MINUTES 41 SECONDS EAST A DISTANCE OF 115.43 FEET; THENCE NORTH 82 DEGREE 10 MINUTES 41 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE NORTH 40 DEGREE 44 MINUTES 48 SECONDS EAST A DISTANCE OF 102.77 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 152.63 FEET, CENTRAL ANGLE OF 133 DEGREE 44 MINUTES 30 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREE 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.20 FEET; THENCE SOUTH 73 DEGREE 56 MINUTES 21 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.44 FEET, CENTRAL ANGLE OF 24 DEGREE 01 MINUTES 24 SECONDS, AND A CHORD BEARING OF SOUTH 42 DEGREE 25 MINUTES 37 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 427.33 FEET; THENCE NORTH 00 DEGREE 23 MINUTES 33 SECONDS EAST A DISTANCE OF 136.23 FEET; THENCE NORTH 49 DEGREE 27 MINUTES 37 SECONDS WEST A DISTANCE OF 241.80 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREE 00 MINUTES 30 SECONDS WEST A DISTANCE OF 537.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL C)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02

EXHIBIT "A"
Page 3 of 9

FIRM: FALCON DEVELOPMENT COMPANY

JOB NO.: 86-1064

DATE: OCTOBER 29, 1986

SHEET OF

30110742

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0318 PAGE 0986



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 804-781-5385

DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 1731.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST A DISTANCE OF 191.67 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 914.63 FEET TO THE P.C. OF A CURVE, SURVEYED PARALLEL, HAVING A RADIUS OF 1200.00 FEET, CENTRAL ANGLE OF 10 DEGREES 19 MINUTES 52 SECONDS, AND A CHORD BEARING OF SOUTH 04 DEGREES 46 MINUTES 39 SECONDS EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.80 FEET; THENCE SOUTH 07 DEGREES 11 MINUTES 48 SECONDS EAST A DISTANCE OF 454.89 FEET; THENCE SOUTH 41 DEGREES 43 MINUTES 17 SECONDS WEST A DISTANCE OF 297.30 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 1820.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.79 ACRES.

EXHIBIT "A"
Page 4 of 9

FIRM: PALM DEVELOPMENT COMPANY	JOB NO.: 05-3044	SHEET
	DATE: OCTOBER 29, 1986	OF



30110743

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0318 PAGE 0987



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

PLANTATION BAY PHASE I-B
(FLAGLER COUNTY FAIRWAYS)
PARCEL A

A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 44 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 37 DEGREES 28 MINUTES 03 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREE 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, MURWELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA A DISTANCE OF 1287.00 FEET; THENCE NORTH 67 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 574.07 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 640.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.73 FEET; THENCE NORTH 01 DEGREE 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 03 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.48 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREE 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 834.88 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 34 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 457.40 FEET; THENCE SOUTH 46 DEGREES 30 MINUTES 03 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF SAID SECTION 10 AND DEPARTING THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 1771.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 1730.14 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 04 DEGREES 34 MINUTES 29 SECONDS WEST A DISTANCE OF 24.15 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 41 SECONDS WEST A DISTANCE OF 602.91 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 33 SECONDS EAST A DISTANCE OF 842.41 FEET; THENCE NORTH 48 DEGREES 20 MINUTES 53 SECONDS EAST A DISTANCE OF 176.34 FEET; THENCE NORTH 34 DEGREES 14 MINUTES 01 SECONDS EAST A DISTANCE OF 117.25 FEET; THENCE NORTH 33 DEGREES 30 MINUTES 43

EXHIBIT "A"
Page 5 of 9

FOR: FALCON DEVELOPMENT COMPANY	JOB NO.: 06-3064	SHEET	OF
	DATE: OCTOBER 29, 1998		

30110744

BOOK PAGE
VOLUSIA COUNTY

OFF REC 0318 PAGE 0988



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL: 407-882-2222

SECONDS WEST A DISTANCE OF 127.26 FEET; THENCE NORTH 72 DEGREES 24 MINUTES 14 SECONDS WEST A DISTANCE OF 89.97 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 37 SECONDS WEST A DISTANCE OF 500.40 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 13.74 FEET; THENCE NORTH 78 DEGREES 27 MINUTES 44 SECONDS WEST A DISTANCE OF 94.88 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 149.34 FEET, CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF NORTH 64 DEGREES 34 MINUTES 55 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.36 FEET TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 05 DEGREES 42 MINUTES 05 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 765.00 FEET, CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 05 SECONDS, AND A CHORD BEARING OF NORTH 47 DEGREES 33 MINUTES 58 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 220.77 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES 39 SECONDS EAST A DISTANCE OF 44.90 FEET; THENCE NORTH 83 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 166.43 FEET; THENCE NORTH 51 DEGREES 40 MINUTES 48 SECONDS EAST A DISTANCE OF 197.98 FEET; THENCE SOUTH 18 DEGREES 04 MINUTES 15 SECONDS WEST A DISTANCE OF 175.69 FEET; THENCE SOUTH 30 DEGREES 47 MINUTES 42 SECONDS EAST A DISTANCE OF 46.27 FEET; THENCE SOUTH 25 DEGREES 35 MINUTES 53 SECONDS EAST A DISTANCE OF 122.72 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 39 SECONDS EAST A DISTANCE OF 99.70 FEET; THENCE NORTH 15 DEGREES 48 MINUTES 22 SECONDS EAST A DISTANCE OF 81.83 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 20 SECONDS EAST A DISTANCE OF 374.49 FEET; THENCE NORTH 13 DEGREES 15 MINUTES 13 SECONDS EAST A DISTANCE OF 75.98 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 15 SECONDS EAST A DISTANCE OF 88.98 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING:

FROM THE NORTHEAST CORNER OF SAID SECTION 10, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10 A DISTANCE OF 4014.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE A DISTANCE OF 537.67 FEET; THENCE DEPART SAID LINE RUN SOUTH 51 DEGREES 31 MINUTES 34 SECONDS WEST A DISTANCE OF 110.13 FEET; THENCE SOUTH 21 DEGREES 39 MINUTES 12 SECONDS EAST A DISTANCE OF 45.85 FEET; THENCE NORTH 17 DEGREES 49 SECONDS WEST A DISTANCE OF 210.27 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 11 SECONDS WEST A DISTANCE OF 345.00 FEET; THENCE NORTH 53 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 745.98 FEET; THENCE NORTH 18 DEGREES 23 MINUTES 09 SECONDS WEST A DISTANCE OF 273.00 FEET; THENCE SOUTH 08 DEGREES 05 MINUTES 37 SECONDS WEST A DISTANCE OF 321.49 FEET TO THE EASTERN LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT, 224 FEET WIDE, AS DESCRIBED IN DEED BOOK 446, PAGE 128 AND OFFICIAL RECORDS BOOK 34, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

EXHIBIT "A"
Page 6 of 9

FOR: FALCON DEVELOPMENT COMPANY	JOB NO.: 06-2064	SHEET 09
DATE: OCTOBER 29, 1985		

30110745

BOOK PAGE
VOLUSIA COUNTY

REC 0318 PAGE 0989



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 804-761-5365

THENCE ALONG SAID LINE, RUN NORTH 01 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 1039.91 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 01 DEGREES 12 MINUTES 52 SECONDS EAST A DISTANCE OF 42.77 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 327.15 FEET, CENTRAL ANGLE OF 49 DEGREES 08 MINUTES 08 SECONDS, AND A CHORD BEARING OF NORTH 54 DEGREES 38 MINUTES 48 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 280.55 FEET TO THE P.R.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1291.46 FEET, CENTRAL ANGLE OF 7 DEGREES 13 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 35 DEGREES 41 MINUTES 19 SECONDS EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 142.74 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 84 DEGREES 17 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 179.34 FEET, CENTRAL ANGLE OF 27 DEGREE 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF SOUTH 64 DEGREES 34 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 96.58 FEET; THENCE SOUTH 78 DEGREES 27 MINUTES 44 SECONDS EAST A DISTANCE OF 110.96 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 118.05 FEET; THENCE SOUTH 42 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 47 DEGREES 28 MINUTES 41 SECONDS WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 50 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 184.05 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 45 SECONDS EAST A DISTANCE OF 147.11 FEET; THENCE SOUTH 14 DEGREES 56 MINUTES 57 SECONDS WEST A DISTANCE OF 140.45 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 81.44 FEET; THENCE SOUTH 17 DEGREES 02 MINUTES 44 SECONDS WEST A DISTANCE OF 425.03 FEET; THENCE NORTH 71 DEGREES 34 MINUTES 51 SECONDS EAST A DISTANCE OF 485.48 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST A DISTANCE OF 311.00 FEET; THENCE SOUTH 64 DEGREES 47 MINUTES 09 SECONDS EAST A DISTANCE OF 512.31 FEET; THENCE SOUTH 67 DEGREES 41 MINUTES 42 SECONDS EAST A DISTANCE OF 104.11 FEET THENCE SOUTH 09 DEGREES 34 MINUTES 18 SECONDS EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 72 DEGREES 03 MINUTES 37 EAST A DISTANCE OF 96.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.30 ACRES.

EXHIBIT "A"
Page 7 of 9

FIRM: FALCON DEVELOPMENT COMPANY

JOB NO.: 86-3066

SHEET OF

DATE: OCTOBER 23, 1986

3011074E

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

REC 0318 PAGE 0990

LAKE DESCRIPTION

A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AS THE POINT OF BEGINNING, RUN SOUTH 2 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.39 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 161.63 FEET; THENCE NORTH 74 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 21 DEGREES 17 MINUTES 03 SECONDS EAST A DISTANCE OF 50.24 FEET; THENCE NORTH 71 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 45.77 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 33 SECONDS EAST A DISTANCE OF 114.19 FEET; THENCE NORTH 47 DEGREES 23 MINUTES 14 SECONDS EAST A DISTANCE OF 42.32 FEET; THENCE NORTH 61 DEGREES 51 MINUTES 23 SECONDS EAST A DISTANCE OF 53.76 FEET; THENCE NORTH 72 DEGREES 04 MINUTES 29 SECONDS EAST A DISTANCE OF 124.39 FEET; THENCE NORTH 49 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 93.30 FEET TO THE BEGINNING RIGHT-OF-WAY LINE OF [REDACTED] VC (STATE ROAD NO. 9); THENCE ALONG SAID [REDACTED]-WAY LINE, RUN NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 703.04 FEET; THENCE RUN NORTH 21 DEGREES 51 MINUTES 57 SECONDS WEST A DISTANCE OF 777.10 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 24 DEGREES 46 MINUTES 08 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 239.38 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 05 SECONDS WEST A DISTANCE OF 77.97 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 5 DEGREES 02 SECONDS 47 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 2 A DISTANCE OF 1300.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.81 ACRES

(LEGAL DESCRIPTION PER BLIGER & ASSOCIATES, INC.)

EXHIBIT "A"
Page 8 of 9



30110747

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

FILED & RECORDED
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA
87 11 22 P2:41
871 009172
OR. BOOK PAGE 981
991



REC 0318 PAGE 0991

A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND A PORTION OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE EAST LINE OF SAID SECTION 10, SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 3303.07 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 78 DEGREES 17 MINUTES 49 SECONDS WEST A DISTANCE OF 285.67 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 11 SECONDS WEST A DISTANCE OF 345.00 FEET; THENCE NORTH 53 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 715.99 FEET; THENCE NORTH 18 DEGREES 23 MINUTES 09 SECONDS WEST A DISTANCE OF 275.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 27 SECONDS WEST A DISTANCE OF 321.48 FEET; THENCE NORTH 01 DEGREE 56 MINUTES 33 SECONDS WEST A DISTANCE OF 1133.71 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 775.78 FEET, A CENTRAL ANGLE OF 29 DEGREES 36 MINUTES 20 SECONDS, AND A CHORD BEARING OF NORTH 54 DEGREES 06 MINUTES 05 SECONDS EAST; SAID POINT BEING ON THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A; THENCE RUN EASTERLY ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE A DISTANCE OF 400.86 FEET; THENCE NORTH 38 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 33 MINUTES 12 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.55 FEET; THENCE NORTH 58 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 350.01 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 22 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 315.51 FEET TO THE P.R.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 38 DEGREES 37 MINUTES 01 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 68.83 ACRES.

EXHIBIT "A"
Page 9 of 9

095906

ENCLOSURE TITLE/FLSV

TEL No.

904 253 4032 Apr 06.89 9:14 P.04

Lago Grande
DESCRIPTION

30780511

BOOK # 4012
PAGE # 668

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 WEST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF PLANTATION BAY, PHASE I-A, RECORDED IN MAP BOOK 27,1010A PAGES 40-46, OF THE PUBLIC RECORDS OF FLA CLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, BEING THE BEARING BASIS OF THIS DESCRIPTION ALONG THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, AND THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 124.55 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 68 DEGREES 05 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 336.44 FEET AND A CENTRAL ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 117.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 244.59 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 00 SECONDS EAST A DISTANCE OF 794.46 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 08 SECONDS WEST, A DISTANCE OF 173.97 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 348.99 FEET; THENCE SOUTH 18 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 192.57 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST, A DISTANCE OF 310.14 FEET; THENCE NORTH 57 DEGREES 47 MINUTES 53 SECONDS WEST, A DISTANCE OF 255.20 FEET; THENCE NORTH 32 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 59 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 07 DEGREES 43 MINUTES 03 SECONDS WEST, A DISTANCE OF 34.05 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 21.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1280.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 53 MINUTES 12 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 690.02 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 99.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.46 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 276.44 FEET AND A CENTRAL ANGLE OF 05 DEGREES 43 MINUTES 49 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.65 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 02 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.36 FEET TO THE POINT REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 101.20 FEET AND A CENTRAL ANGLE OF 36 DEGREES 03 MINUTES 50 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 27.76 FEET AND A CENTRAL ANGLE OF 57 DEGREES 22 MINUTES 33 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.00 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE OF 22.01 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 84.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.55 ACRES.



BOOK PAGE
3648 0125
VOLUSIA CO., FL

BOOK: 4513
PAGE: 670

UNIT 2

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF LOT 24, PLANTATION BAY, SECTION 18-V, UNIT 1, RECORDED IN PLAT BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, ON A SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID LOT 24, THE BEARING BASE OF THIS DESCRIPTION, A DISTANCE OF 484.83 FEET; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 734.48 FEET; THENCE NORTH 38 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 414.93 FEET; THENCE NORTH 76 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 29.67 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 717.11 FEET; TO THE BOUNDARY OF SAID PLANTATION BAY, SECTION 18-V, UNIT 1; THENCE ALONG SAID BOUNDARY, RUN NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 34.05 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 27 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 57 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 255.20 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 310.14 FEET; TO THE POINT OF BEGINNING.

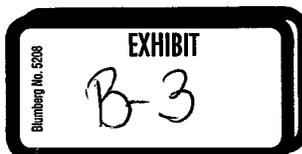
CONTAINING 14.83 ACRES.

UNIT 3

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 36, PLANTATION BAY, SECTION 18-V, UNIT 1, AS RECORDED IN MAP BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION BAY DRIVE, SAID RIGHT OF WAY HAVING A REFERENCE BEARING OF NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST; THENCE RUN SOUTH 30 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 717.11 FEET; THENCE SOUTH 76 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.67 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 632.02 FEET TO A POINT ON THE WEST LINE OF SECTION 11 AFORESAID; THENCE ALONG SAID WEST LINE RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 373.31 FEET; THENCE DEPARTING SAID LINE NORTH 41 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 297.30 FEET; THENCE NORTH 67 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 111.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.30 ACRES



075293

Instrument# 2005-135662 # 23
Book: 5560
Page: 3813

Instrument# 2015-005418 # 22
Book: 7072
Page: 2590

EXHIBIT "A"

OFF REC 0680 PAGE 1625

PLANTATION BAY SECTION 1C-F, UNIT 1

OFF REC 0503 PAGE 0003

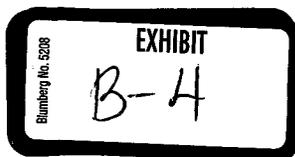
A PORTION OF LOTS 9, 10, AND 11, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1374.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 473.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE NORTH 02 DEGREES 02 MINUTES 51 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.52 ACRES.



93 FEB 29 P 5:15
J. Naughton, Jr.
SNO GREGORY
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA
NO. 03019362
FILED & RECORDED
O.R. BOOK 529 PAGE 1-3

1001206A#EUAANNET



OFF REC 0680 PAGE 1628

EXHIBIT "A"

LEGAL DESCRIPTION

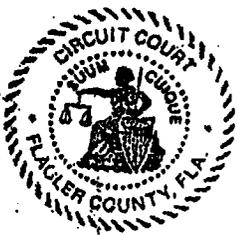
PLANTATION BAY, SECTION 1B-F, UNIT 2

OFF REC 0503 PAGE 0006

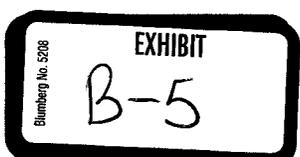
A PORTION OF LOTS 3, 4, 9, 10, 11, AND 12, BLOCK D, SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, FOR A POINT OF REFERENCE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 16.19 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 1391.99 FEET TO THE EAST LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY BASEMENT AS RECORDED IN DEED, BOOK 446, PAGE 128 AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY BOUNDARY OF PLANTATION BAY, PHASE 1B-F, UNIT 1 AS RECORDED IN MAP BOOK 27, PAGE 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 321.49 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 53 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 715.98 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 11 SECONDS EAST, A DISTANCE OF 345.00 FEET; THENCE SOUTH 78 DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 285.67 FEET TO THE EAST LINE OF THE AFORESAID SECTION 10; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 583.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.39 ACRES.

NO. 03/019363
FILED & RECORDED
O.R. BOOK 523 PAGE 4-b
DEC 29 P5:16
J. Naughton, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA



1001311A P18UZANNET



Book: 1251 Page: 1701

Instrument# 2015-005418 # 24

Book: 7072

Page: 2592

Book: 3960

Page: 156

Diane M. Matousek
Volusia County, Clerk of Court

BOOK: 4513
PAGE: 674

EXHIBIT A

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT OS-23, PLANTATION BAY, SECTION 1B-V, UNIT 2, AS RECORDED IN MAP BOOK 43, PAGES 183-184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION 1B-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTH WEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 778.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 627.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 304.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 646.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.83 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1B-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.72 ACRES MORE OR LESS.

UNRECORDED

NOV 01 1994

161320



ST AVAILABLE COPY

BOOK: 4103
Page: 735
Blaine M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

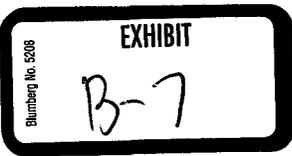
LEGAL DESCRIPTION

BOOK: 4513
PAGE: 677

PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION
14, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE
PLAT RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 58°31'55" E,
ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 14, UNIT 1,
AND LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE,
A 30 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO A POINT
OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF
100 FEET, A CENTRAL ANGLE OF 23°35'11", AND A CHORD BEARING OF
S 46°44'19" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 207.89 FEET TO THE POINT OF BEGINNING; THENCE
NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 14,
UNIT 1 AND SAID PLANTATION BAY DRIVE, N 82°05'02" E, A DISTANCE
OF 07.24 FEET; THENCE N 40°49'14" E, A DISTANCE OF 760.87 FEET
TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT
RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION/RIGHT-OF-WAY
SECTION OF STATE ROAD NO.9, SECTION 79002-2402; THENCE ALONG SAID WESTERLY
RIGHT OF WAY LINE OF SAID INTERSTATE 95, S 20°43'11" E, A DISTANCE
OF 963.59 FEET; THENCE DEPARTING SAID WESTERLY LINE OF INTERSTATE 95,
N 02°47' W, A DISTANCE OF 649.04 FEET; THENCE N 77°51'18" W, A
DISTANCE OF 409.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE
NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF
144° AND A CHORD BEARING OF N 82°52'10" W; THENCE NORTHERLY
WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET;
THENCE S 88°06'58" W, A DISTANCE OF 196.69 FEET; THENCE N 30°16'42" W,
A DISTANCE OF 134.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE
NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF
120° AND A CHORD BEARING OF N 11°14'58" E; THENCE NORTHERLY
EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.20 FEET
TO A POINT ON THE EASTERLY LINE OF THE AFOREMENTIONED PLANTATION BAY
DRIVE, SAID POINT ALSO BEING A POINT OF CURVATURE CONCAVE NORTHWESTERLY,
HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 62°37'44" AND A
CHORD BEARING OF N 21°11'46" E; THENCE NORTHERLY ALONG THE ARC OF
SAID CURVE, A DISTANCE OF 554.94 FEET; THENCE CONTINUING ALONG THE
EASTERLY LINE OF SAID PLANTATION BAY DRIVE, N 10°17'06" W, A
DISTANCE OF 132.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE
NORTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF
38° AND A CHORD BEARING OF N 22°36'55" W; THENCE ALONG THE
ARC OF SAID CURVE, A DISTANCE OF 217.36 FEET TO THE AFOREMENTIONED
POINT OF BEGINNING.

CONTAINING 29.55 ACRES MORE OR LESS.



6

OFF REC 0594 PAGE 0264

EXHIBIT "A"

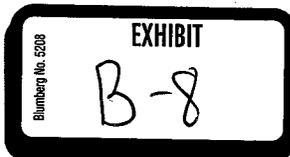
DESCRIPTION

A PORTION OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF REFERENCE, RUN SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 02 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 378.62 FEET TO THE NORTHWEST LINE OF EAGLE ROCK RANCHES SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 50-51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SOUTH 40 DEGREES 11 MINUTES 55 SECONDS WEST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 2077.22 FEET TO THE EAST LINE OF A 236 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446, PAGE 128, AND IN OFFICIAL RECORDS BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 01 DEGREE 56 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1495.52 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 58 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 475.28 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 475.14 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 535.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.96 ACRES

RT: Intertest Construction, Inc.
 2359 Beville Road
 Daytona Beach, FL 32119

UNOFFICIAL DOCUMENT



Book: 4513

Page: 686

Diane M. Matousek
Volusia County, Clerk of Court

DAVID L. H.

Book: 4341

Page: 4658

Diane M. Matousek
Volusia County, Clerk of Court

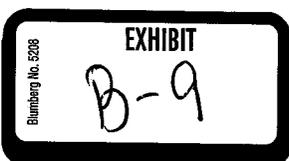
LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 192 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 377.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 730.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N61°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.



Book: 4520
Page: 2142
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

OFF REC 0701 PAGE 0084

LEGAL DESCRIPTION

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE SOUTHWEST CORNER OF LOT 23, PLANTATION BAY SECTION 1D-V, UNIT 1, PER THE PLAT RECORDED IN MAP BOOK 46, PAGES 185 THROUGH 191, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N76°33'42"E, ALONG THE SOUTH LINE OF SAID LOT 23 A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE N [REDACTED] ALONG THE SOUTHERLY LINE OF TRACT F, 64.77 FEET TO THE SOUTHWEST CORNER OF LOT 24, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE N78°25'40"E, ALONG THE SOUTHERLY LINE OF SAID LOT 24, A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 28°17'18" AND A CHORD BEARING OF N02°34'20"E; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1, A DISTANCE OF 286.61 FEET; THENCE N16°42'59"E, ALONG SAID BOUNDARY, 349.04 FEET; THENCE N73°17'01"W, ALONG SAID BOUNDARY, 180.00 FEET; THENCE N16°42'59"W, ALONG SAID BOUNDARY, 375.00 FEET TO THE NORTHEAST CORNER OF LOT 31, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE, DEPART THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1, S73°17'01"E, 373.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 745.00 FEET AND A CENTRAL ANGLE OF 106°42'59"; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, 1387.60 FEET; THENCE N00°00'00"E, 21.98 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 01°17'09" AND A CHORD BEARING OF N00°38'34"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 21.43 FEET; THENCE S86°36'19"E, ALONG A LINE NON-RADIAL TO SAID CURVE, 136.11 FEET; THENCE N89°16'48"E, 330.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT WIDE RIGHT OF WAY, AS NOW ESTABLISHED; THENCE S20°43'11"E, ALONG SAID RIGHT OF WAY LINE, 2220.42 FEET; THENCE, DEPART SAID RIGHT OF WAY LINE, N85°52'11"W, 1355.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 112°04'09" AND A CHORD BEARING OF S34°38'43"W; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, 457.70 FEET; THENCE S56°41'16"W, ALONG A LINE NON-TANGENT TO SAID CURVE, 125.28 FEET; THENCE S52°45'27"W, 57.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 805.00 FEET AND A CENTRAL ANGLE OF 05°33'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 78.01 FEET; THENCE S58°18'35"W, 475.73 FEET; THENCE S03°16'54"E, 628.20 FEET; THENCE S86°43'06"W, 63.69 FEET; THENCE S30°06'39"E, 215.43 FEET; THENCE S37°31'33"W, 50.38 FEET; THENCE S31°10'44"E, 180.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 13°42'27" AND A CHORD BEARING OF S65°52'51"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 156.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 490.24 FEET, A CENTRAL ANGLE OF 34°14'42" AND A CHORD BEARING OF S19°52'54"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 293.01 FEET; THENCE S37°00'00"E, 75.63 FEET; THENCE S53°00'00"W, 180.00 FEET; THENCE S37°00'00"E, 69.10 FEET; THENCE N53°00'00"E, 144.00 FEET; THENCE S37°00'00"E, 440.48 FEET; THENCE S40°11'55"W, 209.20 FEET; THENCE N37°00'00"W, 301.82 FEET; THENCE S53°00'00"W, 144.00 FEET; THENCE N37°00'00"W, 410.00 FEET; THENCE [REDACTED], 32.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 28°39'28" AND A CHORD BEARING OF N17°36'38"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 455.18 FEET; THENCE N03°16'54"W, 252.69 FEET; THENCE N86°43'06"E, 180.00 FEET; THENCE N03°16'54"W, 569.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 670.00 FEET AND CENTRAL ANGLE OF 26°41'55"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 312.21 FEET; THENCE [REDACTED], ALONG A LINE RADIAL TO SAID CURVE, 179.32 FEET; THENCE N33°09'00"W, 719.14 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 19°33'42"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 116.81 ACRES, MORE OR LESS

UNOFFICIAL

EXHIBIT
B-10
Blumberg No. 5206

Book: 4544
Page: 4777
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

OFF REC 0697 PAGE 1164

DESCRIPTION

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF HAMPSTEAD LANE, A 60.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N40°11'55"E, ALONG THE SOUTHERLY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2, A DISTANCE OF 61.53 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY S37°00'00"E, 6.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 294.84 FEET AND A CENTRAL ANGLE OF 37°03'46"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 190.72 FEET; THENCE S00°03'46"W, 461.64 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 33°28'20"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 332.99 FEET; THENCE S33°24'34"E, 189.00 FEET; THENCE S56°35'26"W, 175.00 FEET; THENCE S33°24'34"E, 301.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 28°53'15"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 178.99 FEET; THENCE S40°13'48"W, 1473.04 FEET; THENCE N49°47'59"W, 780.85 FEET; THENCE S42°45'59"W, 614.05 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE N02°02'59"W, ALONG SAID WEST LINE, 161.88 FEET; THENCE N42°45'59"E, 508.92 FEET; THENCE N49°47'59"W, 430.46 FEET; THENCE N40°11'55"E, 2439.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.86 ACRES, MORE OR LESS.

UNOFFICIAL DOCUMENT

EXHIBIT
B-11
Blumberg No. 5208

EXHIBIT "A"

Book: 4591
Page: 521
Diane M. Matousek
Volusia County, Clerk of Court

OFF REC 0712 PAGE 0141

DESCRIPTION:

A PORTION OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF ALDENHAM LANE, AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°02'59"E, 141.88 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE DEPARTING FROM THE EAST LINE OF SAID SECTION 22 S42°45'59"W, 1608.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY 1), A 160.00 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N49°47'56"W, 100.10 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE N42°45'59"E, 1714.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3.81 ACRES MORE OR LESS.

UNOFFICIAL DOCUMENT

Instrument# 2015-005418 # 30
Book: 7072
Page: 2598

EXHIBIT
Blumberg No. 5208
B-12

Book: 4752
Page: 3861
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

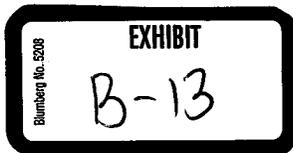
BEGIN AT THE SOUTHWEST CORNER OF HAMPSTEAD LANE, PLANTATION BAY SECTION ID-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 40°11' 55" W ALONG THE NORTH LINE OF PLANTATION BAY SECTION IE-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2441.87 FEET; THENCE N 49°46' 12" W A DISTANCE OF 55.87 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 23; THENCE N 02°01' 23" W ALONG THE SAID WEST LINE OF SECTION 23 A DISTANCE OF 2951.87 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23 SAID POINT ALSO BEING THE SOUTHWEST CORNER OF AFORESAID SECTION 14; THENCE N 02°02' 51" W ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 1221.32 FEET TO THE SOUTHWEST CORNER OF PLANTATION BAY SECTION ID-V, UNIT 1, AS RECORDED IN MAP BOOK 46, PAGES 185-191 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 61°29' 44" E ALONG THE SOUTH LINE OF AFORESAID PLANTATION BAY SECTION ID-V, UNIT 1 A DISTANCE OF 818.91 FEET; THENCE S 84°45' 27" E CONTINUING ALONG THE SAID SOUTH LINE A DISTANCE OF 231.08 FEET TO THE SOUTHWEST CORNER LOT 58, OF AFORESAID PLANTATION BAY SECTION ID-V,

UNIT 2; THENCE N 60°01' 10" E ALONG THE SOUTH LINE OF SAID LOT 58 A DISTANCE OF 179.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 26°41' 55" AND A CHORD BEARING OF S 16°37' 52" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.21 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S 03°16' 54" E A DISTANCE OF 180.00 FEET; THENCE S 86°43' 06" W A DISTANCE OF 180.00 FEET; THENCE S 03°16' 54" E A DISTANCE OF 252.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 28°39' 28" AND A CHORD BEARING S 17°36' 38" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 455.16 FEET; THENCE N 53°00' 00" E, ALONG A LINE NON-RADIAL TO SAID CURVE,

A DISTANCE OF 32.45 FEET; THENCE S 37°00' 00" E A DISTANCE OF 410.00 FEET; THENCE N 53°00' 00" E A DISTANCE OF 144.00 FEET; THENCE S 37°00' 00" E A DISTANCE OF 301.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 93.00 ACRES, MORE OR LESS.

UNOFFICIAL DOCUMENT



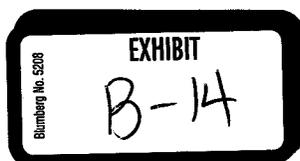
Book : 4927
Page : 1904
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST CORNER OF TRACT "F", PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N40°13'48"E, ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 1, A DISTANCE OF 1473.04 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 28°53'15" AND A CHORD BEARING OF N18°57'56"W; THENCE CONTINUE ALONG SAID BOUNDARY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 178.99 FEET; THENCE N33°24'34"W, 301.24 FEET; THENCE CONTINUE ALONG SAID BOUNDARY N56°35'26"E, 175.00 FEET; THENCE ALONG SAID BOUNDARY N33°24'34"W, 80.00 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S78°24'34"E; THENCE DEPART SAID BOUNDARY SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N56°35'26"E, 502.50 FEET; THENCE S33°24'34"E, 50.00 FEET; THENCE N56°35'26"E, 75.36 FEET; THENCE S52°01'10"E, 257.36 FEET; THENCE S47°37'10"E, 790.66 FEET; THENCE S45°25'32"W, 42.00 FEET; THENCE S44°34'28"E, 287.93 FEET; THENCE S55°06'24"W, 693.94 FEET; THENCE S70°03'17"W, 21.30 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 511.00 FEET, A CENTRAL ANGLE OF 69°26'01" AND A CHORD BEARING OF N54°39'44"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 619.26 FEET; THENCE S42°37'49"W, 219.92 FEET; THENCE S04°31'19"E, 291.28 FEET; THENCE S43°22'40"E, 35.07 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 59°30'58" AND A CHORD BEARING OF S48°19'07"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 190.09 FEET; THENCE S18°33'38"E, 125.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 29°47'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 173.15 FEET; THENCE S11°13'55"W, 440.14 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 433.00 FEET AND A CENTRAL ANGLE OF 28°58'06"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 218.92 FEET; THENCE S40°12'01"W, 269.18 FEET; THENCE N49°47'59"W, 161.00 FEET; THENCE S40°12'01"W, 50.00 FEET; THENCE N49°47'59"W, 47.04 FEET; THENCE S40°12'01"W, 230.00 FEET; THENCE N49°47'59"W, 1041.28 FEET TO THE POINT OF BEGINNING. CONTAINING 60.93 ACRES, MORE OR LESS.

UNOFFICIAL COPY



Book: 5062
Page: 4578
Diane M. Matousek
Volusia County, Clerk of Court

OFF REC 0961 PAGE 0172

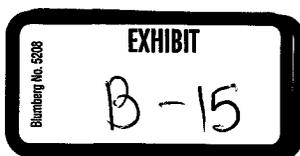
Instrument# 2015-005418 # 33
Book: 7072
Page: 2601

D-57140

PROPOSED PLAT OF PLANTATION BAY, SECTION 1E-V, UNIT 3

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST CORNER OF TRACT "F" PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S49°47'59"E, ALONG THE SOUTHWESTERLY LINE OF TRACT "D", PLANTATION BAY SECTION 1E-V, UNIT 2, AS RECORDED IN MAP BOOK 49, PAGES 57 to 61, A DISTANCE OF 1041.28 FEET TO THE WESTERLY MOST CORNER OF SAID TRACT "D", AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 2 THE FOLLOWING COURSES: N40°12'01"E, 230.00 FEET; THENCE S49°47'59"E, 47.04 FEET; THENCE N40°12'01"E, 50.00 FEET; THENCE S49°47'59"E, 161.00 FEET; THENCE N40°12'01"E, 269.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 433.00 FEET AND A CENTRAL ANGLE OF 28°58'06"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 218.92 FEET; THENCE N11°13'55"E, 440.14 FEET TO THE BEGINNING OF A CURVE CONCAVE WEST HAVING A RADIUS OF 333.00 FEET AND A CENTRAL ANGLE OF 29°47'33"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 173.15 FEET; THENCE N18°33'38"W, 125.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 59°30'58" AND A CHORD BEARING OF N48°19'07"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 190.09 FEET; THENCE N43°22'40"W, 35.07 FEET THENCE N04°31'19"W, 291.28 FEET; THENCE N42°37'49"E, 21.82 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 511.00 FEET, A CENTRAL ANGLE OF 69°26'01" AND A CHORD BEARING OF S54°39'44"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 619.25 FEET; THENCE N70°03'17"E, 21.30 FEET; THENCE N55°06'24"E, 693.94 FEET; THENCE DEPART THE BOUNDARY OF SAID PLANTATION BAY SECTION 1E-V, UNIT 2, S00°03'52"W, 2,485.59 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE S89°46'20"W, ALONG SAID SOUTH LINE, 629.20 FEET; THENCE DEPART SAID SOUTH LINE N49°47'59"W, 1,186.53 FEET TO THE POINT OF BEGINNING. CONTAINING 54.0328 ACRES, MORE OR LESS.



BOOK: 5095
PAGE: 3711

Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE SOUTHEAST CORNER OF LOT 66, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 THE FOLLOWING 6 COURSES:
 NORTH 37°00'00" WEST, 440.46 FEET; THENCE SOUTH 53°00'00" WEST, 144.00 FEET; THENCE NORTH 37°00'00" WEST, 69.10 FEET; THENCE NORTH 53°00'00" EAST, 180.00 FEET; THENCE NORTH 37°00'00" WEST, 75.55 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 490.24 FEET, A CENTRAL ANGLE OF 34°14'42" AND A CHORD BEARING OF NORTH 19°52'54" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 293.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 32°32'09" AND A CHORD BEARING OF NORTH 56°28'00" EAST; THENCE CONTINUE EASTERLY ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 AND THE EASTERLY EXTENSION THEREOF, ALONG THE ARC OF SAID CURVE, 371.95 FEET; THENCE NORTH 40°11'55" EAST, 830.27 FEET; THENCE NORTH 59°37'36" EAST, 132.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 56°36'47" AND A CHORD BEARING OF NORTH 31°44'49" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 231.21 FEET; THENCE NORTH 75°30'05" EAST, 4208.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY LINE, SOUTH 40°11'55" WEST, 1372.50 FEET; THENCE SOUTH 20°18'13" EAST, 126.38 FEET; THENCE SOUTH 40°11'55" WEST, 950.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 12°48'05" AND A CHORD BEARING OF SOUTH 46°35'58" WEST; THENCE WESTERLY ALONG SAID CURVE, 170.92 FEET; THENCE SOUTH 53°00'00" WEST, 280.65 FEET; THENCE NORTH 37°00'00" WEST, 29.53 FEET TO THE POINT OF BEGINNING.
 CONTAINING 1,736,584 SQUARE FEET = 39.87 ACRES, MORE OR LESS.

UNOFFICIAL DOCUMENT



EXHIBIT A

PB 2EV-1 LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION OF TRACT "C", PLANTATION BAY SECTION 1E-V, UNIT 2, AS RECORDED IN MAP BOOK 49, PAGES 57-61, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY MOST CORNER OF TRACT "A", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE S56°35'26"W, ALONG THE NORTHERLY LINE OF SAID TRACT "A", 502.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE EASTERLY LINE OF TRACT "A", PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF SAID PUBLIC RECORDS; THENCE N33°24'34"W, ALONG SAID EASTERLY LINE OF TRACT "A", 109.01 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 33°28'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 332.99 FEET; THENCE N00°03'45"E, 411.76 FEET; THENCE DEPARTING SAID EASTERLY LINE, N76°27'46"E, 786.12 FEET; THENCE N24°28'42"W, 310.00 FEET; THENCE N65°31'18"E, 26.74 FEET; THENCE N53°20'49"W, 285.65 FEET; THENCE N40°11'55"E, 899.35 FEET; THENCE S35°10'12"E, 1,163.49 FEET; THENCE S78°38'14"E, 68.69 FEET; THENCE S63°52'15"E, 140.00 FEET; THENCE S67°03'26"E, 50.07 FEET; THENCE S78°51'51"E, 93.56 FEET; THENCE S71°52'57"E, 49.36 FEET; THENCE S48°06'25"E, 745.31 FEET; THENCE S52°42'22"E, 489.17 FEET; THENCE S69°16'49"W, 1,100.75 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE S34°55'51"W, 50.55 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE N46°37'51"W, 8.00 FEET; THENCE S70°47'13"W, 306.19 FEET TO THE EASTERLY LINE OF TRACT "C", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE N47°37'10"W, ALONG SAID EASTERLY LINE, 790.66 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE N52°01'10"W, 248.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 13°00'15" AND A CHORD BEARING OF S63°05'34"W, THENCE DEPART SAID EASTERLY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 73.76 FEET TO THE NORTHERLY LINE OF SAID TRACT "C", PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE S56°35'26"W ALONG SAID NORTHERLY LINE, 5.03 FEET TO THE EASTERLY LINE OF SAID TRACT "A"; THENCE N33°24'34"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

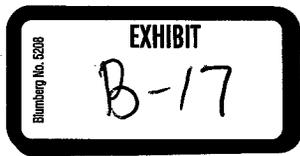
CONTAINING 80.541 ACRES, MORE OR LESS.



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY certify that the foregoing is a true copy
of the original as it is in this office. This

28th day of December 2005
Clerk of Circuit and County Court

By: Christina Lagomarsino
Deputy Clerk



Book: 5495
Page: 4396

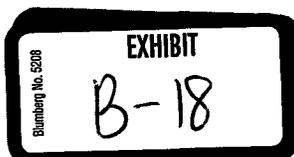
EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PLANTATION BAY, SECTION 1E-V, UNIT 3 AS RECORDED IN MAP BOOK 49, PAGES 166-170 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PLANTATION BAY, SECTION 1E-V, UNIT 2 AS RECORDED IN MAP BOOK 49, PAGES 57-61, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 1E-V, UNIT 2, N44°34'28"W 287.93 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, N45°25'32"E 42.00 FEET TO THE SOUTHWEST CORNER OF PLANTATION BAY, SECTION 2E-V, UNIT 1 AS RECORDED IN MAP BOOK 50, PAGES 181-187, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE OF SAID PLANTATION BAY, SECTION 2E-V, UNIT 1, N70°47'13"E 306.19 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S46°37'51"E 8.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N43°22'09"E 120.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N34°55'51"E 50.55 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N43°22'09"E 120.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE N69°16'49"E 1100.75 FEET TO THE SOUTHEAST CORNER OF SAID PLANTATION BAY, SECTION 2E-V, UNIT 1, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NUMBER 79002-2426981; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S20°43'11"E 76.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, S21°09'45"W 1006.89 FEET; THENCE S68°50'17"E, 24.00 FEET; THENCE S21°09'45"W, 50.00 FEET; THENCE S68°50'17"E, 57.27 FEET; THENCE S00°13'40"E 2331.47 FEET TO THE SOUTH LINE OF SAID SECTION 23, SAID POINT LYING S89°46'20"W 951.20 FEET, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE ALONG SAID SOUTH LINE OF SECTION 23 S89°46'20"W 1074.95 FEET TO THE SOUTHEAST CORNER OF SAID PLANTATION BAY, SECTION 1E-V, UNIT 3, SAID CORNER LYING N89°46'20"E 832.13 FEET, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTH 1/4 CORNER OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, N00°03'52"E 2485.59 FEET ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1E-V, UNIT 3 TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 77.421 ACRES MORE OR LESS.

UNOFFICIAL COPY



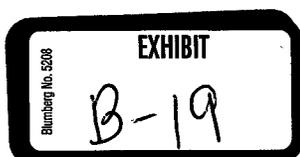
Instrument# 2005-144701 # 3
Book: 5567
Page: 3537
Diane H. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 72, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 655.00 FEET, A CENTRAL ANGLE OF 18°49'42" AND A CHORD BEARING OF NORTH 49°36'46" EAST; THENCE EASTERLY ALONG THE BOUNDARY OF PLANTATION BAY SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, SAID PUBLIC RECORDS AND ALONG SAID CURVE FOR AN ARC LENGTH OF 215.25 FEET TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID BOUNDARY NORTH 40°11'55" EAST A DISTANCE OF 830.27 FEET; THENCE ALONG SAID BOUNDARY NORTH 59°37'36" EAST A DISTANCE OF 132.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET AND A CENTRAL ANGLE OF 56°36'47; THENCE EASTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC DISTANCE OF 231.21 FEET; THENCE ALONG SAID BOUNDARY NORTH 75°30'05" EAST A DISTANCE OF 1208.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 20°43'11" WEST A DISTANCE OF 319.71 FEET TO THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2, NORTH 85°52'11" WEST A DISTANCE OF 1355.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 234.00 FEET, A CENTRAL ANGLE OF 112°04'09" AND A CHORD BEARING OF SOUTH 34°38'43" WEST; THENCE SOUTHWESTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC LENGTH OF 457.70 FEET; THENCE ALONG SAID BOUNDARY SOUTH 56°41'19" WEST A DISTANCE OF 125.29 FEET; THENCE ALONG SAID BOUNDARY SOUTH 52°45'27" WEST A DISTANCE OF 57.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 805.00 FEET AND A CENTRAL ANGLE OF 05°33'08"; THENCE WESTERLY ALONG SAID BOUNDARY AND ALONG SAID CURVE FOR AN ARC LENGTH OF 78.01 FEET TO THE POINT OF TANGENCY THEREOF; THENCE ALONG SAID BOUNDARY SOUTH 58°18'35" WEST A DISTANCE OF 475.73 FEET; THENCE ALONG SAID BOUNDARY SOUTH 03°16'54" EAST A DISTANCE OF 628.20 FEET; THENCE ALONG SAID BOUNDARY SOUTH 86°43'06" WEST A DISTANCE OF 63.69 FEET; THENCE ALONG SAID BOUNDARY SOUTH 30°06'39" EAST A DISTANCE OF 215.43 FEET; THENCE ALONG SAID BOUNDARY SOUTH 37°31'33" EAST A DISTANCE OF 50.38 FEET; THENCE ALONG SAID BOUNDARY SOUTH 31°10'44" EAST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,624,735 SQUARE FEET = 37.30 ACRES, MORE OR LESS.

UNOFFICIAL COPY



Book: 1374 Page: 211

Instrument# 2015-005418 # 38

Book: 7072

Page: 2606

Instrument# 2005-351516 # 4

Book: 5728

Page: 2826

Diane M. Matousek

Volusia County, Clerk of Court

EXHIBIT A

All of Plantation Bay Unit 1B-V, Unit 1A according to the plat thereof recorded in Map Book 52, at page 136 - of the public records of Volusia County, Florida.

137

UNOFFICIAL DOCUMENT



STATE OF FLORIDA, VOLUSIA COUNTY
HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This

29th day of December 2005
Clerk of Circuit and County Court

By Christine Lagopus
Deputy Clerk

PC.2}

EXHIBIT
B-20
Number No. 5208

Book: 1373 Page: 702

Instrument# 2015-005418 # 39
Book: 7072
Page: 2607

Instrument# 2005-356038 # 3
Book: 5732
Page: 2919
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

PLANTATION BAY SECTION 1DV, UNIT 4

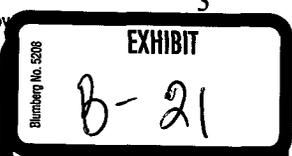
LEGAL DESCRIPTION:

A PORTION OF SECTION 14 AND SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE, N87°24'19"E, ALONG THE NORTH LINE OF SAID SECTION 14, 835.00 FEET TO THE EAST BOUNDARY LINE OF PLANTATION BAY SECTION 1D-V, UNIT 1, AS RECORDED IN MAP BOOK 46, PAGES 185-191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE N02°35'41"W, ALONG SAID EAST BOUNDARY LINE 45.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PLANTATION BAY DRIVE, A 60 FOOT PRIVATE ROAD, PER RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 25°24'08", AND A CHORD BEARING OF N65°22'42"E; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE 223.89 FEET TO THE SOUTH BOUNDARY LINE OF PLANTATION BAY, PHASE 1C-V, UNIT 2, AS RECORDED IN MAP BOOK 45, PAGES 152-154, OF SAID PUBLIC RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20", AND A CHORD BEARING OF S11°11'58"W; THENCE SOUTHERLY ALONG SAID SOUTH BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE 36.20 FEET; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY LINE FOR THE FOLLOWING FIVE COURSES: S30°16'42"E, 134.55 FEET; THENCE N88°06'58"E, 196.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 102.27 FEET; THENCE S73°51'18"E, 409.73 FEET; THENCE S76°02'47"E, 649.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT-OF-WAY; THENCE S20°43'11"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1563.80 FEET TO THE NORTH BOUNDARY LINE OF PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 2 FOR THE FOLLOWING SIX COURSES: S69°16'49"W, 330.18 FEET; THENCE N86°36'19"W, 136.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 01°17'09", AND A CHORD BEARING OF S00°38'24"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 21.43 FEET; THENCE S00°00'00"E, 21.98 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 745.00 FEET AND A CENTRAL ANGLE OF 106°42'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 1387.60 FEET; THENCE N73°17'01"W, 409.64 FEET TO THE SOUTHEAST CORNER OF LOT 32, SAID PLANTATION BAY SECTION 1D-V, UNIT 1; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PLANTATION BAY SECTION 1D-V, UNIT 1 FOR THE FOLLOWING TEN COURSES: N16°42'59"E, 180.00 FEET; THENCE S73°17'01"E, 54.00 FEET; THENCE N16°42'59"E, 80.00 FEET; THENCE N73°17'01"W, 15.00 FEET; THENCE N16°42'59"E, 315.95 FEET TO THE BEGINNING OF A CURVE CONCAVE WEST HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 618.02 FEET; THENCE N27°00'00"W, 908.69 FEET TO THE BEGINNING OF A CURVE CONCAVE EAST HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 230.02 FEET; THENCE N02°35'41"W, 325.71 FEET TO THE POINT OF BEGINNING.
CONTAINING 3561656 SQUARE FEET OR 81.764 ACRES, MORE OR LESS



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This
25th day of Dec, A.D. 2005
Clerk of Circuit and County Court

By: Melba Seay
Deputy Clerk



Book: 1373 Page: 683

Instrument# 2015-005418 # 40

Book: 7072

Page: 2608

Instrument# 2005-356032 # 3

Book: 5732

Page: 2900

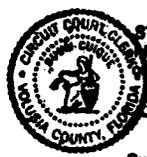
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

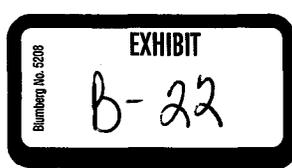
A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERLY MOST CORNER OF TRACT "C", PLANTATION BAY, SECTION 2E-V, UNIT 1 AS RECORDED IN MAP BOOK 50, PAGES 181-187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PLANTATION BAY SECTION 2E-V, UNIT 1, S53°20'49"E, 285.65 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S65°31'18"W, 26.74 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S24°28'42"E, 310.00 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, S76°27'46"W, 786.12 FEET TO THE EASTERLY LINE OF HAMPSTEAD LANE AS SHOWN ON THE PLAT OF PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, SAID PUBLIC RECORDS; THENCE N00°03'46"E ALONG SAID EASTERLY LINE, 49.88 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 294.84 FEET AND A CENTRAL ANGLE OF 37°03'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, 190.72 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE, N37°00'00"W, 6.82 FEET TO THE SOUTHEASTERLY LINE OF LOT 66, PLANTATION BAY SECTION 1D-V, UNIT 2, AS RECORDED IN MAP BOOK 47, PAGES 128-135, SAID PUBLIC RECORDS; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY LINE, 147.67 FEET TO THE WESTERLY LINE OF LOT 145, PLANTATION BAY, SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, SAID PUBLIC RECORDS; THENCE S37°00'00"E ALONG THE WESTERLY LINE OF SAID LOT 145 A DISTANCE OF 29.53 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N53°00'00"E ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 1D-V, UNIT 3B, 280.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 765.00 FEET AND A CENTRAL ANGLE OF 12°48'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHEASTERLY BOUNDARY, 170.92 FEET; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY BOUNDARY, 51.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. CONTAINING 6.679 ACRES MORE OR LESS.

UNOFFICIAL



STATE OF FLORIDA, VOLUSIA COUNTY
HEREBY CERTIFY the foregoing is a true copy
and original filed in this office. This
27th day of Dec, A.D. 2005
Clerk of Circuit and County Court
By: *Melba Day*
Deputy Clerk



Book: 1373 Page: 689

Instrument# 2015-005418 # 41
Book: 7072
Page: 2609

Instrument# 2005-356034 # 3
Book: 5732
Page: 2906
Diane H. Matousek
Volusia County, Clerk of Court

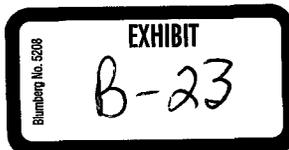
LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE RUN S89°46'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 951.21 FEET; THENCE N00°13'40"W, 2331.48 FEET; THENCE N68°50'17"W, 52.27 FEET; THENCE N21°09'43"E, 50.00 FEET; THENCE N68°50'17"W, 24.00 FEET; THENCE N21°09'43"E, 1006.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 981.94 FEET; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE S69°16'49"W, 63.70 FEET; THENCE S21°28'22"W, 104.85 FEET; THENCE S69°36'34"W, 97.32 FEET; THENCE S49°11'08"E, 73.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 07°17'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 56.65 FEET; THENCE S48°06'30"W, 120.00 FEET; THENCE S19°53'29"W, 88.88 FEET; THENCE S20°43'11"E, 278.43 FEET; THENCE S08°06'11"W, 47.01 FEET; THENCE S81°53'49"E, 125.00 FEET; THENCE S08°06'11"W, 132.12 FEET; S69°24'28"E, 75.93 FEET; THENCE N60°45'26"E, 123.05 FEET; THENCE N88°09'30"E, 88.42 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S01°50'30"E ALONG SAID EAST LINE, 1598.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 51.52 ACRES, MORE OR LESS.



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This
27th day of DEC, A.D. 20 05
Clerk of Circuit and County Court
By: Melissa Seay
Deputy Clerk

UNOFFICIAL DOCUMENT



Book: 1373 Page: 695

Instrument# 2015-005418 # 42
Book: 7072
Page: 2610

Instrument# 2005-356036 # 3
Book: 5732
Page: 2912
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

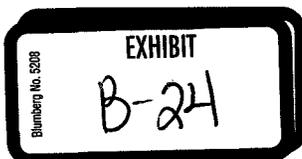
A PORTION OF SECTION 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEASTERLY CORNER OF TRACT LOT 137, PLANTATION BAY, SECTION 10-V, UNIT 3B, AS RECORDED IN MAP BOOK 50, PAGES 9-12, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N20°18'13"W, ALONG THE EASTERLY LINE OF SAID LOT 137, A DISTANCE OF 126.38 FEET TO THE SOUTHEASTERLY LINE OF TRACT "KK", SAID PLANTATION BAY SECTION 10-V, UNIT 3B; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY LINE, 1372.50 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 743.70 FEET; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE S46°14'32"W, 422.52 FEET, THENCE S21°04'15"E, 21.90 FEET; THENCE S68°55'45"W, 36.97 FEET; THENCE S20°43'11"E, 550.01 FEET; THENCE N68°55'45"E, 40.34 FEET; THENCE S21°04'15"E, 207.50 FEET; THENCE N68°55'45"E, 384.05 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 1564.29 FEET TO THE SOUTHEASTERLY CORNER OF TRACT "D", PLANTATION BAY SECTION 2E-V, UNIT 1, AS RECORDED IN MAP BOOK 50, PAGES 181-187, SAID PUBLIC RECORDS; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE ALONG THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 2E-V, UNIT 1, N52°42'22"W, 489.17 FEET; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY N48°06'25"W, 745.31; THENCE N71°52'57"W ALONG SAID BOUNDARY, 49.36 FEET; THENCE N78°51'51"W ALONG SAID BOUNDARY, 93.56 FEET; THENCE N67°03'26"W ALONG SAID BOUNDARY, 50.07 FEET; THENCE N63°52'15"W ALONG SAID BOUNDARY, 140.00 FEET; THENCE N78°38'14"W ALONG SAID BOUNDARY, 68.69 FEET; THENCE N35°10'12"W ALONG SAID BOUNDARY, 1163.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.03 ACRES, MORE OR LESS.



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This
22nd day of Dec, A.D. 2005
Clerk of Circuit and County Court
By: Melba Seay
Deputy Clerk

UNOFFICIAL INSTRUMENT



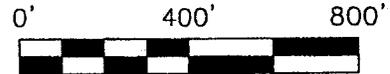
SKETCH AND DESCRIPTION

Instrument# 2005-356040 # 4
Book: 5732
Page: 2928

THIS SPACE RESERVED FOR RECORDING INFORMATION



NORTH ARROW



SCALE 1" = 400'

POINT OF REFERENCE
NORTHWEST CORNER
SEC 11-13-31

POINT OF BEGINNING

PLANTATION BAY, PHASE I-A
PB 27, PGS. 40-48

N68°05'29"W
46.26'

R=336.44'
L=134.84'
D=22°57'49"
CH=133.94'
CB=N56°36'35"W

UNOFFICIAL DOCUMENT
FLAGLER COUNTY
VOLUSIA

PLANTATION BAY SECTION
1B-V, UNIT 1
PB 42, PGS. 72-74

UNPLATTED

INTERSTATE 95 (300' R/W)
LIMITED ACCESS R/W
N69°16'49"E
93.30'

UNPLATTED

UNPLATTED
16.23 ACRES +/-

WEST LINE SEC 11-13-31
S02°00'30"E 794.39'

N71°53'30"E
25.00'

N71°30'09"E
65.77'

N69°23'14"E
65.52'

N72°04'29"E
124.39'

N61°51'23"E
53.76'

N21°17'03"E
50.24'

N80°20'53"E
114.19'

N61°51'23"E
53.76'

N62°33'06"W
600.00'

S47°40'27"W
38.34'

LINE	LENGTH	BEARING
L1	195.60	N50°29'08"E
L2	91.08	N39°57'07"W
L3	106.47	S59°44'39"W
L4	298.05	N87°20'54"W
L5	161.83	N62°33'06"W

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.

THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.



TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

EXHIBIT

B-25

PROJECT NO. T2110ICI

DWG REF 2110SL1A.DWG

DATE: 12/14/2005

SHEET NO. 1 OF 2

SKETCH AND DESCRIPTION

Instrument# 2005-356040 # 5
Book: 5732
Page: 2929
Diane H. Matousek
Volusia County, Clerk of Court

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 11 FOR A POINT OF REFERENCE; THENCE S02°00'30"E ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 11 (SAME BEING THE EAST LINE OF PLANTATION BAY, PHASE 1-A, PER PLAT BOOK 27, PAGES 40-48, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALSO BEING THE VOLUSIA-FLAGLER COUNTY LINE) FOR A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SECTION LINE N87°59'30"E FOR A DISTANCE OF 161.65 FEET; THENCE N71°53'30"E FOR A DISTANCE OF 25.00 FEET; THENCE N21°17'03"E FOR A DISTANCE OF 50.24 FEET; THENCE N71°30'09"E FOR A DISTANCE OF 65.77 FEET; THENCE N80°20'53"E FOR A DISTANCE OF 114.19 FEET; THENCE N69°23'14"E FOR A DISTANCE OF 65.52 FEET; THENCE N61°51'23"E FOR A DISTANCE OF 53.76 FEET; THENCE N72°04'29"E FOR A DISTANCE OF 124.39 FEET; THENCE N69°16'49"E FOR A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT WIDE LIMITED ACCESS RIGHT-OF-WAY); THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1357.90 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE N62°33'06"W FOR A DISTANCE OF 600.00 FEET; THENCE N50°29'08"E FOR A DISTANCE OF 195.60 FEET; THENCE N39°57'07"W FOR A DISTANCE OF 91.08 FEET; THENCE S59°44'39"W FOR A DISTANCE OF 106.47 FEET; THENCE N87°20'54"W FOR A DISTANCE OF 298.05 FEET; THENCE N62°33'06"W FOR A DISTANCE OF 161.83 FEET; THENCE S47°40'27"W FOR A DISTANCE OF 38.34 FEET TO THE NORTHERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT WIDE INGRESS & EGRESS, DRAINAGE & UTILITY EASEMENT) PER THE PLAT OF PLANTATION BAY, SECTION 18-V, UNIT 1, AS RECORDED IN PLAT BOOK 42, PAGES 72-74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A NON-TANGENT CURVE; THENCE NORTHWESTERLY 134.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 336.44 FEET, A CENTRAL ANGLE OF 22°57'49", A CHORD BEARING OF N56°36'35"W AND A CHORD DISTANCE OF 133.94 FEET TO A POINT OF TANGENCY; THENCE N68°05'29"W FOR A DISTANCE OF 46.26 FEET TO THE AFOREMENTIONED WEST LINE OF GOVERNMENT SECTION 11; THENCE DEPARTING SAID NORTHERLY LINE OF PLANTATION BAY DRIVE N02°00'30"W ALONG SAID WEST LINE OF GOVERNMENT SECTION 11 FOR A DISTANCE OF 479.65 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 16.23 ACRES, MORE OR LESS.

W:\TOMOKA\JOB-DOC\@T2002\T21101C PLAN BAY DRIVE\2110S1A LEGAL.DOC

NOTES:

1. BASIS OF BEARINGS: WEST LINE OF GOVERNMENT SECTION 11, TOWNSHIP 13S, RANGE 31E BEING N02°00'30"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, ETC. NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK FURNISHED FOR THIS OR ADJACENT SITES).
3. THIS IS NOT A BOUNDARY SURVEY.

LEGEND/ABBREVIATIONS:

R/W - RIGHT-OF-WAY	CB - CHORD BEARING
D - DELTA (CENTRAL ANGLE)	MB - MAP BOOK
R - RADIUS	ORB - OFFICIAL RECORDS BOOK
L - ARC LENGTH	PG - PAGE
CH - CHORD	

SIGNED:

Kenneth J. Kuhari
KENNETH J. KUHARI
FLA. PROFESSIONAL SURVEYOR/MAPPER #16105



TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 140 LPGA Blvd., Suite 148, Daytona Beach, FL 32117
Phone: 386-274-7800 Fax: [redacted]
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION EXHIBIT "A"

PROJECT NO.	T21101C
DWG REF	2110S1A.DWG
DATE	12/14/2005
SHEET NO.	2 OF 2



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office. This

27th day of Dec, A.D. 2005
Clerk of Circuit and County Court
By: *Melissa Sany*
Deputy Clerk



Exhibit "A"



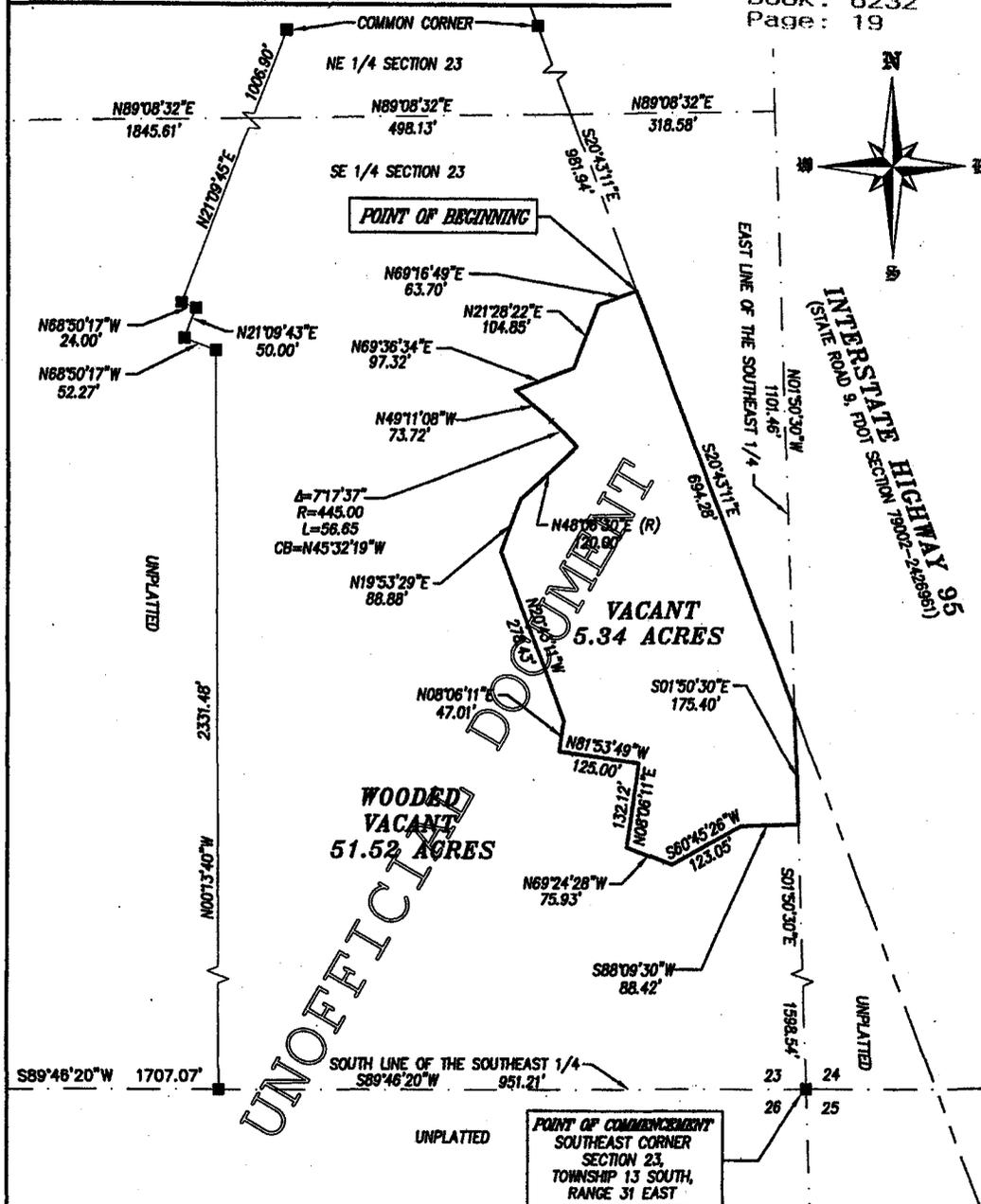
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION # 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 328-2222

Instrument# 2008-100010 # 3
Book: 6232
Page: 19

Copyright © 2008 Sliger & Associates, Inc.



UNOFFICIAL DOCUMENT

FOR: ZEV COHEN ASSOCIATES, INC.
DESCRIPTION: (SEE SHEET 2 OF 2)

**SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY**

SCALE: 1"=200'

JOB #08-0248

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
CA	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
()	EXISTING ELEVATION
[]	PROPOSED ELEVATION

Blumberg No. 5208

EXHIBIT

B-26

Exhibit "A"



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
 PORT ORANGE, FL. 32127
 (386) [REDACTED]

Instrument# 2008-100010 # 4

Book: 6232

Page: 20

Diane M. Matousek

Volusia County, Clerk of Court

Copyright © 2008 Sliger & Associates, Inc.

SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE IS ASSUMED NORTH WITH THE BEARING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST BEING S89°46'20"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

NOTE:
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: K:\PLATS\PLANTBAY\SOPARCEL\SECTION 2E-V-2E-V-U3\

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE BELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	ZEV COHEN ASSOCIATES, INC.	3/07/2008	08-0248
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE RUN S89°46'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 951.21 FEET; THENCE N00°13'40"W, 2331.48 FEET; THENCE N68°50'17"W, 52.27 FEET; THENCE N21°09'43"E, 50.00 FEET; THENCE N68°50'17"W, 24.00 FEET; THENCE N21°09'45"E, 1006.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 981.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, S20°43'11"E, 694.28 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE S01°50'30"E, 175.40 FEET; THENCE S88°09'30"W, 88.42 FEET; THENCE S60°45'26"W, 123.05 FEET; THENCE N69°24'28"W, 75.93 FEET; THENCE N08°06'11"E, 132.12 FEET; THENCE N81°53'49"W, 125.00 FEET; THENCE N08°06'11"E, 43.01 FEET; THENCE N20°43'11"W, 278.43 FEET; THENCE N19°53'29"E, 88.88 FEET; THENCE N48°06'30"E, 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 07°17'37" WITH A CHORD BEARING OF [REDACTED] THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 56.65 FEET TO THE POINT OF TANGENCY; THENCE N49°11'08"W, 73.72 FEET; THENCE N69°36'34"E, 97.32 FEET; THENCE N21°28'22"E, 104.85 FEET; THENCE N69°16'49"E, 63.70 FEET TO THE POINT OF BEGINNING.
 CONTAINING 5.3434 ACRES, MORE OR LESS.

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: ZEV COHEN ASSOCIATES, INC.

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	3/07/2008	08-0248		DH	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
 CLYDE O. VAN KLEECK JR., P.S.M. NO. 6149
 STEVEN T. KRUGER, P.L.S. NO. 4722
 MICHAEL G. MURPHY, P.S.M. NO. 6208

Birmingham No. 5208

EXHIBIT

B-26

EXHIBIT "C"

AFFIDAVIT OF KATHLEEN POUNDS

STATE OF FLORIDA
COUNTY OF Flagler

BEFORE ME, the undersigned authority personally appeared **KATHLEEN POUNDS**, who, after first being duly sworn, deposes and says:

1. I am the President of Plantation Bay Community Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

2. That a Special Board of Directors Meeting was scheduled for **Monday, November 10, 2014, at 9:00 a.m.** That the Board of Directors of the Association caused a notice setting forth the date, time, place and the Statement of Marketable Title Action, which is set forth below, to be mailed to the Members of the Association not less than seven (7) days prior to the Special Board of Directors Meeting, at which the Board of Directors voted to preserve the Declaration of Covenants, Conditions and Restrictions of Plantation Bay recorded at Official Records Book 277, Page 805 in the Public Records of Flagler County, Florida on April 7, 1986 and recorded at Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida on April 7, 1986, (hereinafter the "Original Declaration") as amended and supplemented by the documents identified in **Exhibit "C-1"**, which is attached hereto and incorporated herein all as recorded in both the Public Records of Flagler County Florida and Volusia County, Florida (the Original Declaration and the amendments and supplements are hereinafter collectively referred to as the "Declarations") currently burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

STATEMENT OF MARKETABLE TITLE ACTION

The Plantation Bay Community Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions of Plantation Bay recorded at Official Records Book 277, Page 805 in the Public Records of Flagler County, Florida on April 7, 1986 and recorded at Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida on April 7, 1986, (hereinafter the "Original Declaration") as amended and supplemented by the documents identified in **Exhibit "C-1"**, which is attached hereto and incorporated herein all as recorded in both the Public Records of Flagler County Florida and Volusia County, Florida (the Original Declaration and the amendments and supplements are hereinafter collectively referred to as the "Declarations"), (these documents were identified as Exhibit "A" to the Notice of Special Board of Directors Meeting) as may be further amended from time to time, currently burdening the property of each and every member of the Association, retain its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in both the Public Records of Flagler County, Florida and Volusia County, Florida. Copies of this notice and its attachments are

available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

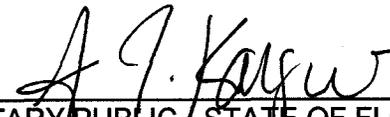


Affiant, **KATHLEEN POUNDS**

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn and subscribed before me this 13 day of NOVEMBER 2014, by **KATHLEEN POUNDS**, as the President of **Plantation Bay Community Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. She [] is personally known to me or [] has produced _____ W/A _____ as identification.

(NOTARY SEAL)


NOTARY PUBLIC STATE OF FLORIDA
Print Name: ALI H. KARGAX
Commission No.: FF 125457
Commission Expires: MAY 21, 2018



ACTIVE: P23038/354035:6320679_1_BPATRIE

EXHIBIT "C-1"**PLANTATION BAY COMMUNITY ASSOCIATION, INC.**

1. First Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated March 24, 1987, and recorded at Official Records Book 308, Page 248, Public Records of Flagler County, Florida on March 27, 1987. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
2. Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated May 21, 1987, and recorded at Official Records Book 320, Page 819, Public Records of Flagler County, Florida on June 12, 1987. Also recorded at Official Records Book 3022, Page 75, Public Records of Volusia County, Florida.
3. Second Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated December 19, 1988, and recorded at Official Records Book 377, Page 210, Public Records of Flagler County, Florida on January 4, 1989. According to Corrective Volusia Recording Affidavit recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County dated May 26, 2005, this amendment was not recorded in Volusia County because the document has been replace or superseded by subsequent recorded amendments to the Declaration.
4. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated February 20, 1989, and recorded at Official Records Book 382, Page 754, Public Records of Flagler County, Florida on February 28, 1989. According to Corrective Volusia Recording Affidavit recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County dated May 26, 2005, this amendment was not recorded in Volusia County because the document has been replaced or superseded by subsequent recorded amendments to the Declaration.
5. Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated April 28, 1993, and recorded at Official Records Book 488, Page 1179, Public Records of Flagler County, Florida on May 28, 1993. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
6. Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated March 22, 1997, and recorded at Official Records Book 582, Page 1039, Public Records of Flagler County, Florida on May 12, 1997. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
7. Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated July 20, 1998, and recorded at Official Records Book 625, Page 347, Public Records of Flagler County, Florida on August 21, 1998. Also recorded at Official Records Book 4329, Page 531, Public Records of Volusia County, Florida on July 22, 1998.

8. Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated November 22, 2002, and recorded at Official Records Book 879, Page 124, Public Records of Flagler County, Florida on December 30, 2002. Also recorded at Official Records Book 5023, Page 2303, Public Records of Volusia County, Florida on February 26, 2003.
9. Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated January 12, 2004, and recorded at Official Records Book 1581, Page 740, Public Records of Flagler County, Florida on June 7, 2007. Also recorded at Official Records Book 5248, Page 535, Public Records of Volusia County, Florida on January 27, 2004.
10. Tenth Amendment to Declaration of Covenants, Conditions, and Restrictions for Plantation Bay, dated December 12, 2003, and recorded at Official Records Book 1581, Page 744, Public Records of Flagler County, Florida on June 7, 2007. Also recorded at Official Records Book 5247, Page 655, Public Records of Volusia County, Florida on January 23, 2004.
11. Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay, dated May 8, 2008 and recorded at Official Records Book 1660, Page 1563, Public Records of Flagler County, Florida on May 13, 2008. Also recorded at Official Records Book 6231, Page 736, Public Records of Volusia County, Florida on May 14, 2008.
12. Certificate of Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay, dated October 26, 2009 and recorded at Official Records Book 1755, Page 1691, Public Records of Flagler County, Florida on February 8, 2010. Also recorded at Official Records Book 6421, Page 1456, Public Records of Volusia County, Florida on November 25, 2009.
13. Certificate of Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions of Plantation Bay, dated October 26, 2009 and recorded at Official Records Book 1755, Page 1687, Public Records of Flagler County, Florida on February 8, 2010. Also recorded at Official Records Book 6421, Page 1459, Public Records of Volusia County, Florida on November 25, 2009.
14. Joint Declaration Concerning Easements and Use Rights, Plantation Bay, Volusia County, Florida dated November 8, 1991 and recorded at Official Records Book 3710, Page 1801, Public Records of Volusia County, Florida.
15. Joint Declaration Concerning Easement and Use Rights, Plantation Bay, Flagler County, Florida recorded at Official Records Book 458, Page 554 in the Public Records of Flagler County, Florida.
16. Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated July 7, 1987, and recorded at Official Records Book 318, Page 981, Public Records of Flagler County, Florida on July 22, 1987. Also recorded at Official Records Book 3011, Page 737, Public Records of Volusia County, Florida.

17. Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, dated August 24, 1987, and recorded at Official Records Book 1251, Page 1693, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 3078, Page 509, Public Records of Volusia County, Florida on December 30, 1987.
18. Annexation Amendment of the Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida, dated June 4, 1991, and recorded at Official Records Book 1251, Page 1696, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 3648, Page 123, Public Records of Volusia County, Florida on June 19, 1991.
19. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Flagler County, Florida (1CF-1) dated December 21, 1993 and recorded at Official Records Book 503, Page 1, Public Records of Flagler County, Florida on December 29, 1993. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
20. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Flagler County, Florida (1BF-2) dated December 21, 1993 and recorded at Official Records Book 503, Page 4, Public Records of Flagler County, Florida on December 29, 1993. Also recorded at Official Records Book 5560, Page 3791, Public Records of Volusia County, Florida on May 26, 2005.
21. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Phase 1C-V) dated August 24, 1994 and recorded at Official Records Book 1251, Page 1699, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 3960, Page 154, Public Records of Volusia County, Florida on October 26, 1994.
22. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IC-V, Unit 2) dated April 17, 1996 and recorded at Official Records Book 1251, Page 1702, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 4103, Page 733, Public Records of Volusia County, Florida on May 8, 1996.
23. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Flagler County, Florida (Section ICF-2) dated September 12, 1997 and recorded at Official Records Book 594, Page 262, Public Records of Flagler County, Florida on October 1, 1997.
24. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 1) dated August 20, 1998 and recorded at Official Records Book 1251, Page 1711, Public Records of Flagler County, Florida on May 23, 2005. Also recorded at Official Records Book 4341, Page 4656 Public Records of Volusia County, Florida on August 31, 1998.
25. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 2) dated February 8, 2000 and recorded at Official Records Book 701, Page 82, Public Records of Flagler County,

- Florida on July 11, 2000. Also recorded at Official Records Book 4520, Page 2140, Public Records of Volusia County, Florida on February 9, 2000.
26. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-V, Unit 1) dated April 24, 2000 and recorded at Official Records Book 697, Page 1162, Public Records of Flagler County, Florida on June 13, 2000. Also recorded at Official Records Book 4544, Page 4775, Public Records of Volusia County, Florida on April 28, 2000.
 27. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-F) dated August 8, 2000 and recorded at Official Records Book 712, Page 139, Public Records of Flagler County dated October 12, 2000. Also recorded at Official Records Book 4591, Page 519, Public Records of Volusia County, Florida on September 13, 2000.
 28. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 3A) dated July 11, 2001 and recorded at Official Records Book 1374, Page 200, Public Records of Flagler County, Florida on December 30, 2005. Also recorded at Official Records Book 4752, Page 3859, Public Records of Volusia County, Florida on October 4, 2001.
 29. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-V, Unit 2) dated August 19, 2002 and recorded at Official Records Book 857, Page 1692, Public Records of Flagler County, Florida on October 16, 2002. Also recorded at Official Records Book 4927, Page 1902, Public Records of Volusia County, Florida on September 13, 2002.
 30. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section IE-V, Unit 3) dated April 9, 2003 and recorded at Official Records Book 961, Page 170, Public Records of Flagler County, Florida on July 26, 2003. Also recorded at Official Records Book 5062, Page 4576, Public Records of Volusia County, Florida on April 29, 2003.
 31. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 3B) dated June 5, 2003 and recorded at Official Records Book 1373, Page 732, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5095, Page 3709, Public Records of Volusia County, Florida on June 16, 2003.
 32. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 1) dated April 20, 2004 and recorded at Official Records Book 1373, Page 720, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5313, Page 2759, Public Records of Volusia County, Florida on May 10, 2004.
 33. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 2) dated February 15, 2005 and recorded at Official Records Book 1373, Page 726, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5495, Page 4395, Public Records of Volusia County, Florida on February 23, 2005.

34. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section ID-V, Unit 3C) dated May 13, 2005 and recorded at Official Records Book 1373, Page 738, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5567, Page 3535, Public Records of Volusia County, Florida on June 3, 2005.
35. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 1B-V, Unit 1A) dated December 19, 2005 and recorded at Official Records Book 1374, Page 208, Public Records of Flagler County, Florida on December 30, 2005. Also recorded at Official Records Book 5728, Page 2823, Public Records of Volusia County, Florida on December 20, 2005.
36. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 1D, Unit 4) dated December 22, 2005 and recorded at Official Records Book 1373, Page 700, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2917, Public Records of Volusia County, Florida on December 27, 2005.
37. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 1A) dated December 22, 2005 and recorded at Official Records Book 1373, Page 681, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2898, Public Records of Volusia County, Florida on December 27, 2005.
38. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 3) dated December 22, 2005 and recorded at Official Records Book 1373, Page 687, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2904, Public Records of Volusia County, Florida on December 27, 2005.
39. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 4) dated December 22, 2005 and recorded at Official Records Book 1373, Page 693, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2910, Public Records of Volusia County, Florida on December 27, 2005.
40. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Unplatted 16.23 Acre Parcel) dated December 22, 2005 and recorded at Official Records Book 1373, Page 708, Public Records of Flagler County, Florida on December 29, 2005. Also recorded at Official Records Book 5732, Page 2925, Public Records of Volusia County, Florida on December 27, 2005.
41. Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay Volusia County, Florida (Section 2E-V, Unit 3) dated April 2, 2008 and recorded at Official Records Book 1666, Page 170, Public Records of Flagler County, Florida on June 11, 2008. Also recorded at Official Records Book 6232, Page 17 dated May 16, 2008.

Instrument# 2015-005418 # 54
Book: 7072
Page: 2622
Diane M. Matousek
Volusia County, Clerk of Court

42. Vacation, Reallocation and Declaration of Easements Plantation Bay, Flagler County, Florida dated November 5, 1992 and recorded at Official Records Book 476, Page 1653, Public Records of Flagler County, Florida on November 5, 1992.
43. Vacation, Reallocation and Declaration of Easements Plantation Bay, Flagler County, Florida dated November 19, 1993 and recorded at Official Records Book 501, Page 148, Public Records of Flagler County, Florida on December 2, 1993.

ACTIVE: P23038/354035:6340521_1_BPATRIE

SEARCHED
INDEXED
SERIALIZED
MCS 11/11/15

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY
(Unplatted 16.23 Acre Parcel)**

This Partial Assignment of Declarant's rights under Declaration of Covenants, Conditions and Restrictions for Plantation Bay is made effective December 22nd, 2005 by and between **INTERVEST AT PLANTATION BAY**, a Florida general partnership ("IPB"), and **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company ("PBCC").

RECITALS:

- A. ~~IPB~~ ^{IPB} is, pursuant to that Designation recorded in Official Records Book 3743, at page 1651, of the public records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, at page 74, of the public records of Volusia County, Florida, as the same has been amended from time to time (together the "Declaration").
- B. PBCC is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Exhibit A Property").
- C. IPB and PBCC have agreed that PBCC should be assigned certain rights of IPB as Successor Declarant under the Declaration, all as more particularly described hereafter.

NOW THEREFORE, in consideration of the the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IPB, PBCC and PBCC hereby agree as follows:

1. The parties agree and confirm that the above-stated recitals are true and correct.
2. IPB hereby assigns to PBCC, its rights as Successor Declarant to annex the Exhibit A Property to be subject to the terms of the Declaration, as contemplated by Section 8.01 of the Declaration.
3. PBCC hereby accepts, as to the Exhibit A Property, the rights of IPB, as Successor Declarant under the Declaration, to annex the Exhibit A Property to be

Signed, sealed and delivered
in the presence of:

PLANTATION BAY COUNTRY CLUB, LLC, a Florida limited liability company

Joanne Schmieder
Name Printed: JOANNE SCHMIEDER

By: Prestwick Management, L.L.C., a Florida limited liability company, as managing member

Jewell Fair
Name Printed: JEWELL FAIR

By: Prestwick at Plantation Bay, a Florida general partnership, as managing member

By: MHK of Volusia County, Inc., a Florida corporation, as managing partner

By: *Cynthia C. Jones*
Name Printed: Cynthia C. Jones
Title: President

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Cynthia C. Jones, as President of MHK of Volusia County, Inc., a Florida corporation, as managing partner of Prestwick at Plantation Bay, a Florida general partnership, as managing member of Prestwick Management, L.L.C., a Florida limited liability company, as managing member of **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company, on behalf of the company.

Jewell Fair
Print Name _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____ or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced _____



SKETCH AND DESCRIPTION

Instrument# 2005-356039 # 4
Book: 5732
Page: 2923

THIS SPACE RESERVED
FOR RECORDING INFORMATION

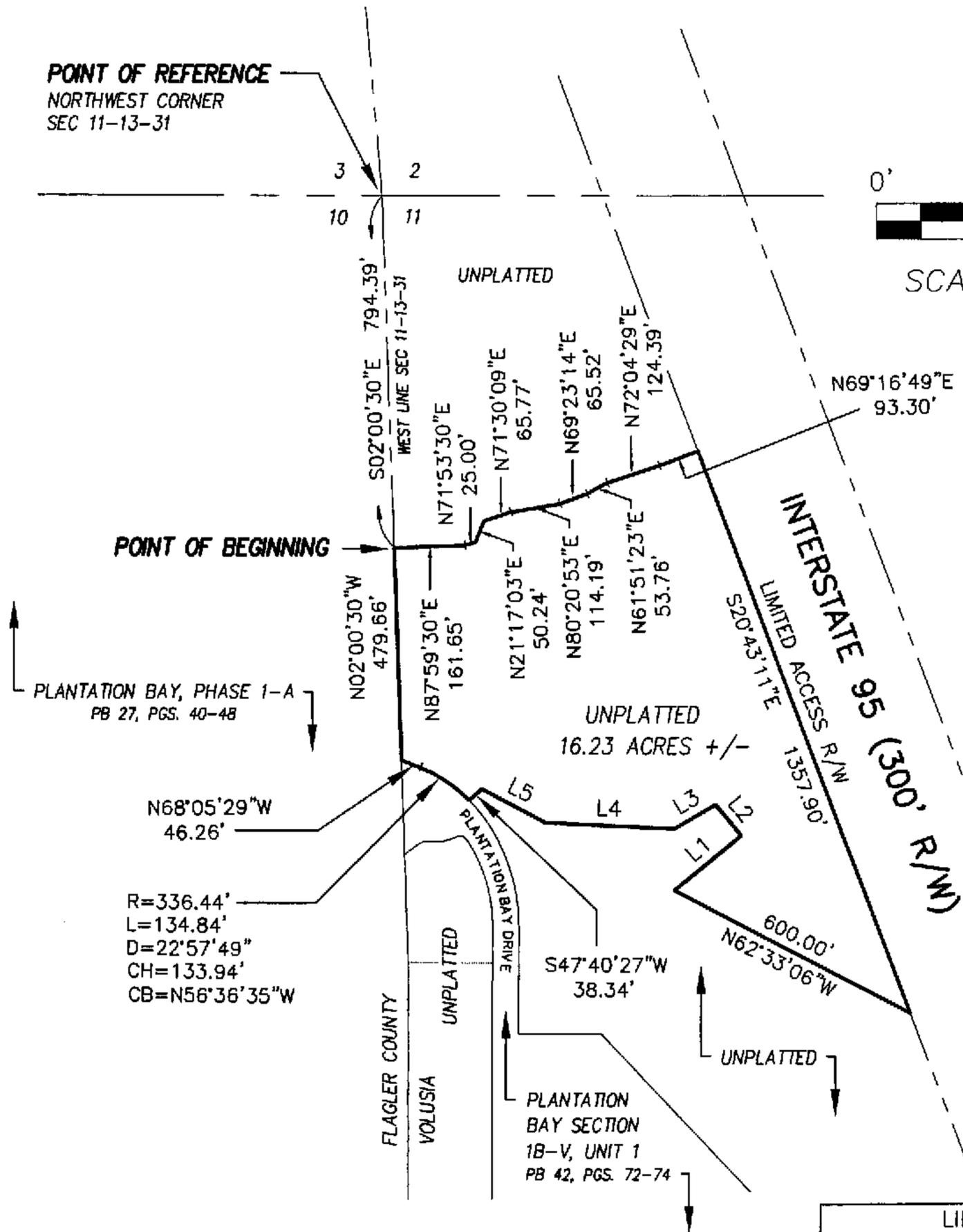
POINT OF REFERENCE
NORTHWEST CORNER
SEC 11-13-31



NORTH ARROW



SCALE 1" = 400'



M:\land projects T2002\T2110ICI\dwg\2110SL1A.dwg 12/14/2005 8:38:36 AM EST

POINT OF BEGINNING

PLANTATION BAY, PHASE 1-A
PB 27, PGS. 40-48

R=336.44'
L=134.84'
D=22°57'49"
CH=133.94'
CB=N56°36'35"W

UNPLATTED
16.23 ACRES +/-

INTERSTATE 95 (300' R/W)

LINE TABLE		
LINE	LENGTH	BEARING
L1	195.60	N50°29'08"E
L2	91.08	N39°57'07"W
L3	106.47	S59°44'39"W
L4	298.05	N87°20'54"W
L5	161.83	N62°33'06"W

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.

THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.



LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION
EXHIBIT "A"

PROJECT NO.	T2110ICI
DWG REF	2110SL1A.DWG
DATE:	12/14/2005
SHEET NO.	1 OF 2

**SKETCH
AND
DESCRIPTION**

Instrument# 2005-356039 # 5
 Book : 5732
 Page : 2924
 Diane M. Matousek
 Volusia County, Clerk of Court

THIS SPACE RESERVED
 FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 11 FOR A POINT OF REFERENCE; THENCE S02°00'30"E ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 11 (SAME BEING THE EAST LINE OF PLANTATION BAY, PHASE 1-A, PER PLAT BOOK 27, PAGES 40-48, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALSO BEING THE VOLUSIA-FLAGLER COUNTY LINE) FOR A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SECTION LINE N87°59'30"E FOR A DISTANCE OF 161.65 FEET; THENCE N71°53'30"E FOR A DISTANCE OF 25.00 FEET; THENCE N21°17'03"E FOR A DISTANCE OF 50.24 FEET; THENCE N71°30'09"E FOR A DISTANCE OF 65.77 FEET; THENCE N80°20'53"E FOR A DISTANCE OF 114.19 FEET; THENCE N69°23'14"E FOR A DISTANCE OF 65.52 FEET; THENCE N61°51'23"E FOR A DISTANCE OF 53.76 FEET; THENCE N72°04'29"E FOR A DISTANCE OF 124.39 FEET; THENCE N69°16'49"E FOR A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT WIDE LIMITED ACCESS RIGHT-OF-WAY); THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1357.90 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE N62°33'06"W FOR A DISTANCE OF 600.00 FEET; THENCE N50°29'08"E FOR A DISTANCE OF 195.60 FEET; THENCE N39°57'07"W FOR A DISTANCE OF 91.08 FEET; THENCE S59°44'39"W FOR A DISTANCE OF 106.47 FEET; THENCE N87°20'54"W FOR A DISTANCE OF 298.05 FEET; THENCE N62°33'06"W FOR A DISTANCE OF 161.83 FEET; THENCE S47°40'27"W FOR A DISTANCE OF 38.34 FEET TO THE NORTHERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT WIDE INGRESS & EGRESS, DRAINAGE & UTILITY EASEMENT) PER THE PLAT OF PLANTATION BAY, SECTION 1B-V, UNIT 1, AS RECORDED IN PLAT BOOK 42, PAGES 72-74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A NON-TANGENT CURVE; THENCE NORTHWESTERLY 134.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 336.44 FEET, A CENTRAL ANGLE OF 22°57'49", A CHORD BEARING OF N56°36'35"W AND A CHORD DISTANCE OF 133.94 FEET TO A POINT OF TANGENCY; THENCE N68°05'29"W FOR A DISTANCE OF 46.26 FEET TO THE AFOREMENTIONED WEST LINE OF GOVERNMENT SECTION 11; THENCE DEPARTING SAID NORTHERLY LINE OF PLANTATION BAY DRIVE N02°00'30"W ALONG SAID WEST LINE OF GOVERNMENT SECTION 11 FOR A DISTANCE OF 479.65 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 16.23 ACRES, MORE OR LESS.

W: \TOMOKA\D\@JOB-DOC\@T2002\T2110ICI PLAN BAY DRIVE\2110SL1A LEGAL.DOC

NOTES:

1. BASIS OF BEARINGS: WEST LINE OF GOVERNMENT SECTION 11, TOWNSHIP 13S, RANGE 31E BEING N02°00'30"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, ETC. NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK FURNISHED FOR THIS OR ADJACENT SITES).
3. THIS IS NOT A BOUNDARY SURVEY.

LEGEND/ABBREVIATIONS:

R/W - RIGHT-OF-WAY	CB - CHORD BEARING
D - DELTA (CENTRAL ANGLE)	MB - MAP BOOK
R - RADIUS	ORB - OFFICIAL RECORDS BOOK
L - ARC LENGTH	PG - PAGE
CH - CHORD	

SIGNED:

Kenneth J. Kuhar
 KENNETH J. KUHAR
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1600 Fax: 386-274-1602
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

EXHIBIT "A"

PROJECT NO. T2110ICI

DWG REF 2110SL1A.DWG

DATE: 12/14/2005

SHEET NO. 2 OF 2

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Unplatted 16.23 Acre Parcel)

This instrument executed this 22ND day of December, 2005, is executed by **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company ("PBCC"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PBCC, by instrument recorded on even date herewith, is the assignees of the right of the Successor Declarant, Intervest at Plantation Bay, a Florida general partnership ("IPB"), to annex the real property described on Exhibit A attached hereto and made a part hereof to be subject to that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, by virtue of such assignment, PBCC has the authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

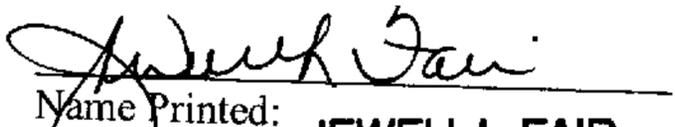
WHEREAS, PBCC desires and intends to annex, and to subject to the provisions of the Declaration and to the jurisdiction of Plantation Bay Community Association, Inc., a Florida non-profit corporation ("PBCA"), the Property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, PBCC hereby annexes the real property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of PBCA, and to all of the terms and conditions of the Declaration, as if said real property were originally set forth therein. The real property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

IN WITNESS WHEREOF, PBCC has caused these presents to be executed as of the year first above written.

Signed, sealed and delivered
in the presence of:


Name Printed: ~~JOANNE SCHMIEDER~~

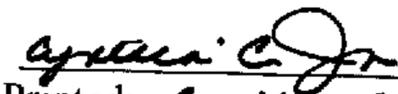

Name Printed: ~~JEWELL L. FAIR~~

PLANTATION BAY COUNTRY CLUB, LLC, a Florida limited liability company

By: Prestwick Management, L.L.C., a Florida limited liability company, as managing member

By: Prestwick at Plantation Bay, a Florida general partnership, as managing member

By: MHK of Volusia County, Inc., a Florida corporation, as managing partner

By: 
Name Printed: Cynthia C. Jones
Title: President

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by Cynthia C Jones, as President of MHK of Volusia County, Inc., a Florida corporation, as managing partner of Prestwick at Plantation Bay, a Florida general partnership, as managing member of Prestwick Management, L.L.C., a Florida limited liability company, as managing member of **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company, on behalf of the company.

Jewell L. Fair

Print Name _____

NOTARY PUBLIC
State of Florida at Large
Commission # _____

My Commission Expires: _____

Personally known _____ or

Produced I.D. _____

[Check one of the above]

Type of Identification Produced



SKETCH
AND
DESCRIPTION

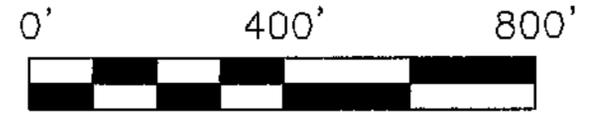
Instrument# 2005-356040 # 4
Book: 5732
Page: 2928

THIS SPACE RESERVED
FOR RECORDING INFORMATION

POINT OF REFERENCE
NORTHWEST CORNER
SEC 11-13-31

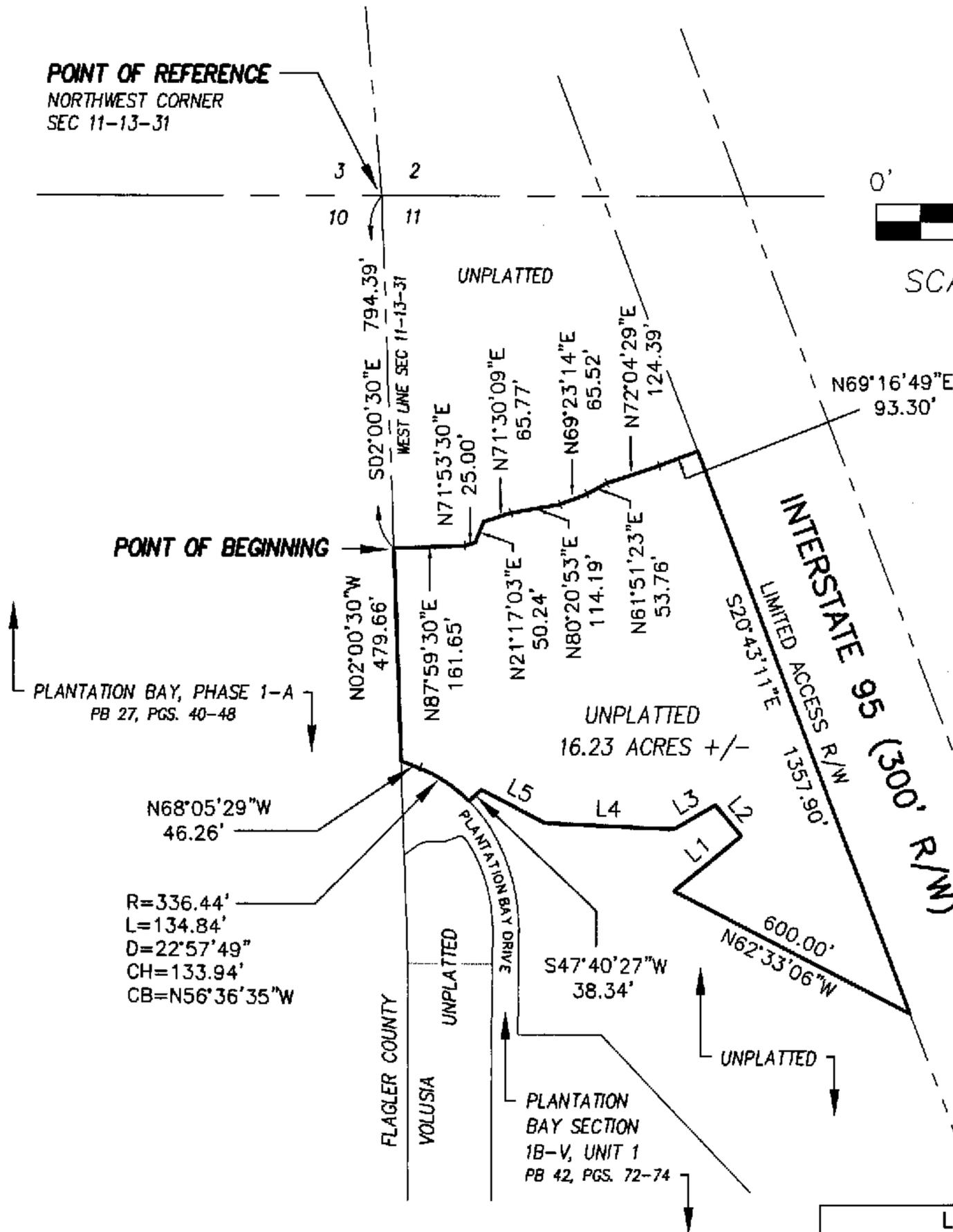


NORTH ARROW



SCALE 1" = 400'

M:\land projects T2002\T2110IC\dwg\2110SL1A.dwg 12/14/2005 8:38:36 AM EST



R=336.44'
L=134.84'
D=22°57'49"
CH=133.94'
CB=N56°36'35"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	195.60	N50°29'08"E
L2	91.08	N39°57'07"W
L3	106.47	S59°44'39"W
L4	298.05	N87°20'54"W
L5	161.83	N62°33'06"W

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE

THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.



LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION
EXHIBIT "A"

PROJECT NO.	T2110IC1
DWG REF	2110SL1A.DWG
DATE:	12/14/2005
SHEET NO.	1 OF 2

**SKETCH
AND
DESCRIPTION**

Instrument# 2005-356040 # 5
 Book: 5732
 Page: 2929
 Diane M. Matousek
 Volusia County, Clerk of Court

THIS SPACE RESERVED
 FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 11 FOR A POINT OF REFERENCE; THENCE S02°00'30"E ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 11 (SAME BEING THE EAST LINE OF PLANTATION BAY, PHASE 1-A, PER PLAT BOOK 27, PAGES 40-48, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALSO BEING THE VOLUSIA-FLAGLER COUNTY LINE) FOR A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SECTION LINE N87°59'30"E FOR A DISTANCE OF 161.65 FEET; THENCE N71°53'30"E FOR A DISTANCE OF 25.00 FEET; THENCE N21°17'03"E FOR A DISTANCE OF 50.24 FEET; THENCE N71°30'09"E FOR A DISTANCE OF 65.77 FEET; THENCE N80°20'53"E FOR A DISTANCE OF 114.19 FEET; THENCE N69°23'14"E FOR A DISTANCE OF 65.52 FEET; THENCE N61°51'23"E FOR A DISTANCE OF 53.76 FEET; THENCE N72°04'29"E FOR A DISTANCE OF 124.39 FEET; THENCE N69°16'49"E FOR A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT WIDE LIMITED ACCESS RIGHT-OF-WAY); THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1357.90 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE N62°33'06"W FOR A DISTANCE OF 600.00 FEET; THENCE N50°29'08"E FOR A DISTANCE OF 195.60 FEET; THENCE N39°57'07"W FOR A DISTANCE OF 91.08 FEET; THENCE S59°44'39"W FOR A DISTANCE OF 106.47 FEET; THENCE N87°20'54"W FOR A DISTANCE OF 298.05 FEET; THENCE N62°33'06"W FOR A DISTANCE OF 161.83 FEET; THENCE S47°40'27"W FOR A DISTANCE OF 38.34 FEET TO THE NORTHERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT WIDE INGRESS & EGRESS, DRAINAGE & UTILITY EASEMENT) PER THE PLAT OF PLANTATION BAY, SECTION 1B-V, UNIT 1, AS RECORDED IN PLAT BOOK 42, PAGES 72-74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A NON-TANGENT CURVE; THENCE NORTHWESTERLY 134.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 336.44 FEET, A CENTRAL ANGLE OF 22°57'49", A CHORD BEARING OF N56°36'35"W AND A CHORD DISTANCE OF 133.94 FEET TO A POINT OF TANGENCY; THENCE N68°05'29"W FOR A DISTANCE OF 46.26 FEET TO THE AFOREMENTIONED WEST LINE OF GOVERNMENT SECTION 11; THENCE DEPARTING SAID NORTHERLY LINE OF PLANTATION BAY DRIVE N02°00'30"W ALONG SAID WEST LINE OF GOVERNMENT SECTION 11 FOR A DISTANCE OF 479.65 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 16.23 ACRES, MORE OR LESS.

W: \TOMOKA\D\@JOB-DOC\@T2002\T2110ICI PLAN BAY DRIVE\2110SL1A LEGAL.DOC

NOTES:

1. BASIS OF BEARINGS: WEST LINE OF GOVERNMENT SECTION 11, TOWNSHIP 13S, RANGE 31E BEING N02°00'30"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, ETC. NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK FURNISHED FOR THIS OR ADJACENT SITES).
3. THIS IS NOT A BOUNDARY SURVEY.

LEGEND/ABBREVIATIONS:

R/W - RIGHT-OF-WAY	CB - CHORD BEARING
D - DELTA (CENTRAL ANGLE)	MB - MAP BOOK
R - RADIUS	ORB - OFFICIAL RECORDS BOOK
L - ARC LENGTH	PG - PAGE
CH - CHORD	

SIGNED:

Kenneth J. Kuhar
 KENNETH J. KUHAR
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1600 Fax: 386-274-1602
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

EXHIBIT "A"

PROJECT NO. T2110ICI

DWG REF 2110SL1A.DWG

DATE: 12/14/2005

SHEET NO. 2 OF 2

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

**DESIGNATION OF SUCCESSOR DECLARANT AND ASSIGNMENT OF
DECLARANT'S RIGHTS, PRIVILEGES AND POWERS UNDER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY**

(Section 1D-V, Unit 3A)

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made part hereof is vested in Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property, and

WHEREAS, IPB and Prestwick agree that Prestwick, an affiliate of IPB, should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property," which shall be defined as all of the "Properties" as such term is defined in the Declaration except for the Exhibit A Property and that property to which Prestwick and PlanMor, Inc., a Florida corporation have heretofore been previously designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned declares and states as follows:

1. As to the Exhibit A Property, IPB designates Prestwick as the Successor Declarant, and assigns to Prestwick, as to said Exhibit A Property, all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. IPB hereby consents to and ratifies all actions taken prior to the date of execution of this instrument by Prestwick in its capacity as Successor Declarant with respect to the Exhibit A Property, including without limitation, the execution and recordation of that certain Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded in Official Records Book 4752, at page 3859 of the public records of Volusia County, Florida.

4. The intended effective date of this designation is July 10, 2001.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed, sealed and delivered
in the presence of:

Joanne Schmieder
Name Printed: Joanne Schmieder

Brenda S. Finley
Name Printed: Brenda S. Finley

INTERVEST AT PLANTATION BAY, a
Florida partnership

By: PlanMor, Inc., a Florida corporation,
general partner

By: Morteza Hosseini-Kargar
Name Printed: Morteza Hosseini-Kargar
Title: President

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 28th day of December 2005, by Morteza Hosseini-Kargar, the President of PlanMor, Inc., a Florida corporation, general partner of INTERVEST AT PLANTATION BAY, a Florida partnership, on behalf of the partnership.

Brenda S. Finley
(Print Name Brenda S. Finley)
NOTARY PUBLIC
State of Florida at Large
Commission #: _____
My Commission Expires: _____
Personally Known X
or Produced I.D. _____
[check one of the above]

Type of Identification Produced



Brenda S. Finley
Commission #DD343029
Expires: Sep 17, 2008
Bonds Title
Atlantic Bonding Co., Inc.

Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

Joanne Schmieder
Name Printed: JOANNE SCHMIEDER

By: MHK of Volusia County, Inc., a
Florida corporation, general partner

Brenda S. Finley
Name Printed: Brenda S. Finley

By: Cynthia C. Jones
Name Printed: Cynthia C. Jones
Title: President

(Corporate Seal)

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 28 day of Decemeber,
2005, by Cynthia C. Jones, the President of MHK of Volusia County, Inc.,
a Florida corporation, general partner of **PRESTWICK AT PLANTATION BAY**, a Florida
general partnership, on behalf of the partnership.

Brenda S. Finley
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission #: _____
My Commission Expires:
Personally Known X
or Produced I.D. _____
[check one of the above]

 **Brenda S. Finley**
Commission #DD343029
Expires: Sep 17, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT A

All of Plantation Bay, Section 1D-V, Unit 3A, according to the plat thereof recorded in Map Book 48, pages 132 through 138 of the public records of Volusia County, Florida.



THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PRESTWICK TOWNHOMES AT PLANTATION BAY
(Plantation Bay Section 2E-V, Unit 1A)

THIS SUPPLEMENTAL DECLARATION is made effective January 18th, 2006 by PRESTWICK AT PLANTATION BAY, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Prestwick Townhomes at Plantation Bay has been recorded in Official Records Book 5313, at page 2762 of the public records of Volusia County, Florida, (the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 5.3 of the Declaration.

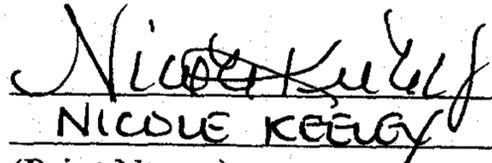
NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. The real property described on Exhibit B attached hereto and made a part hereof is hereby designated as Common Area.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Volusia County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

PRESTWICK AT PLANTATION BAY,
a Florida general partnership

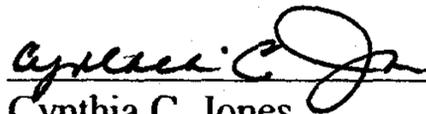


NICOLE KEAGY
(Print Name)

By: MHK of Volusia County, Inc., a
Florida corporation, as Managing General
Partner



JEWELL L. FAIR
(Print Name)

By: 

Cynthia C. Jones
President

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 18th day of January, 2006, by Cynthia C. Jones, the President of MHK of Volusia County, Inc., a Florida corporation, as Managing General Partner of **PRESTWICK AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership.



(Print Name _____)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced



EXHIBIT A

The Property

Lots 1 through 18 and Tracts C and D of Plantation Bay Section 2E-V, Unit 1A according to the plat thereof recorded in Map Book 53, Pages 11 through 12 of the public records of Volusia County, Florida.

EXHIBIT B

Tracts C and D of Plantation Bay Section 2E-V, Unit 1A according to the plat thereof recorded in Map Book 53, Pages 11 through 12 of the public records of Volusia County, Florida.

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

05/16/2008 11:09 AM
Instrument# 2008-100009 #
Book: 6232
Page: 13

DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY (Section 2EV, Unit 3)

WHEREAS, Intervest at Plantation Bay, a Florida Partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended; and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property"), attached hereto and made a part hereof, has been transferred to Prestwick at Plantation Bay, a Florida General Partnership ("Prestwick"); and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property described on Exhibit A; and

WHEREAS, IPB and Prestwick agree that Prestwick should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp., except for the Exhibit A Property and that property to which Prestwick has heretofore been designated Successor Declarant; and

WHEREAS, IPB shall retain and reserve, as to the Remaining Property, all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned Prestwick declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates Prestwick as the Successor Declarant, vesting Prestwick, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.
2. The undersigned Prestwick hereby accepts, as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.
3. The effective date of this designation is APRIL 2, 2008.

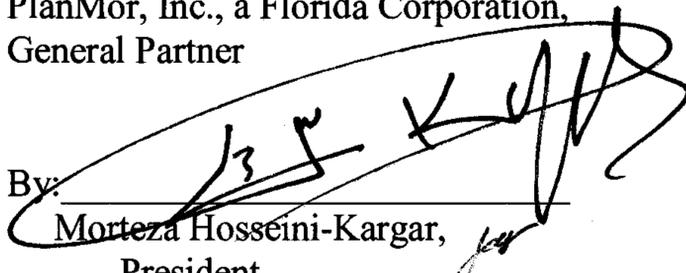
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

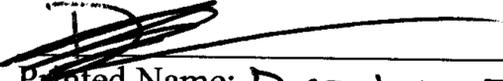
Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida Partnership

By: PlanMor, Inc., a Florida Corporation, General Partner

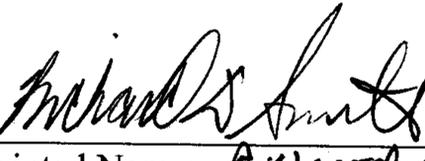

Printed Name: Richard D. Smith

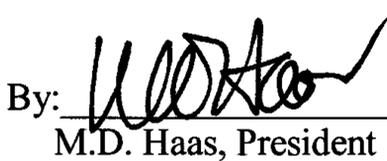
By: 
Morteza Hosseini-Kargar,
President

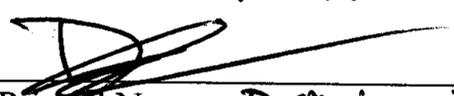

Printed Name: DUSTIN W. TIMM

PRESTWICK AT PLANTATION BAY, a Florida Partnership

By: MHK of Volusia County, Inc., a Florida Corporation, General Partner


Printed Name: Richard D. Smith

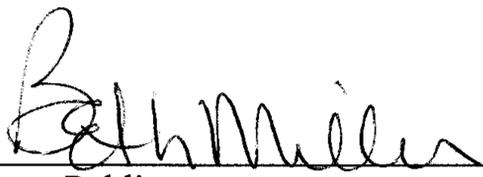
By: 
M.D. Haas, President

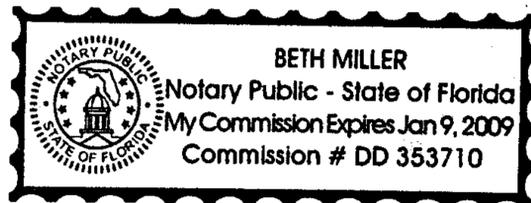

Printed Name: DUSTIN W. TIMM

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by Morteza Hosseini-Kargar, President of PlanMor, Inc., a Florida Corporation, General Partner of Intervest at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:


Notary Public
Printed Name:
Commission No.:



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of March, 2008, by M.D. Haas, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of Prestwick at Plantation Bay, a Florida Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

My Commission Expires:


Notary Public
Printed Name:
Commission No.:

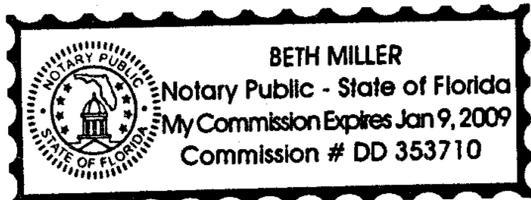
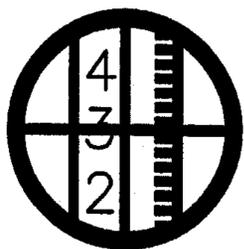


Exhibit "A"

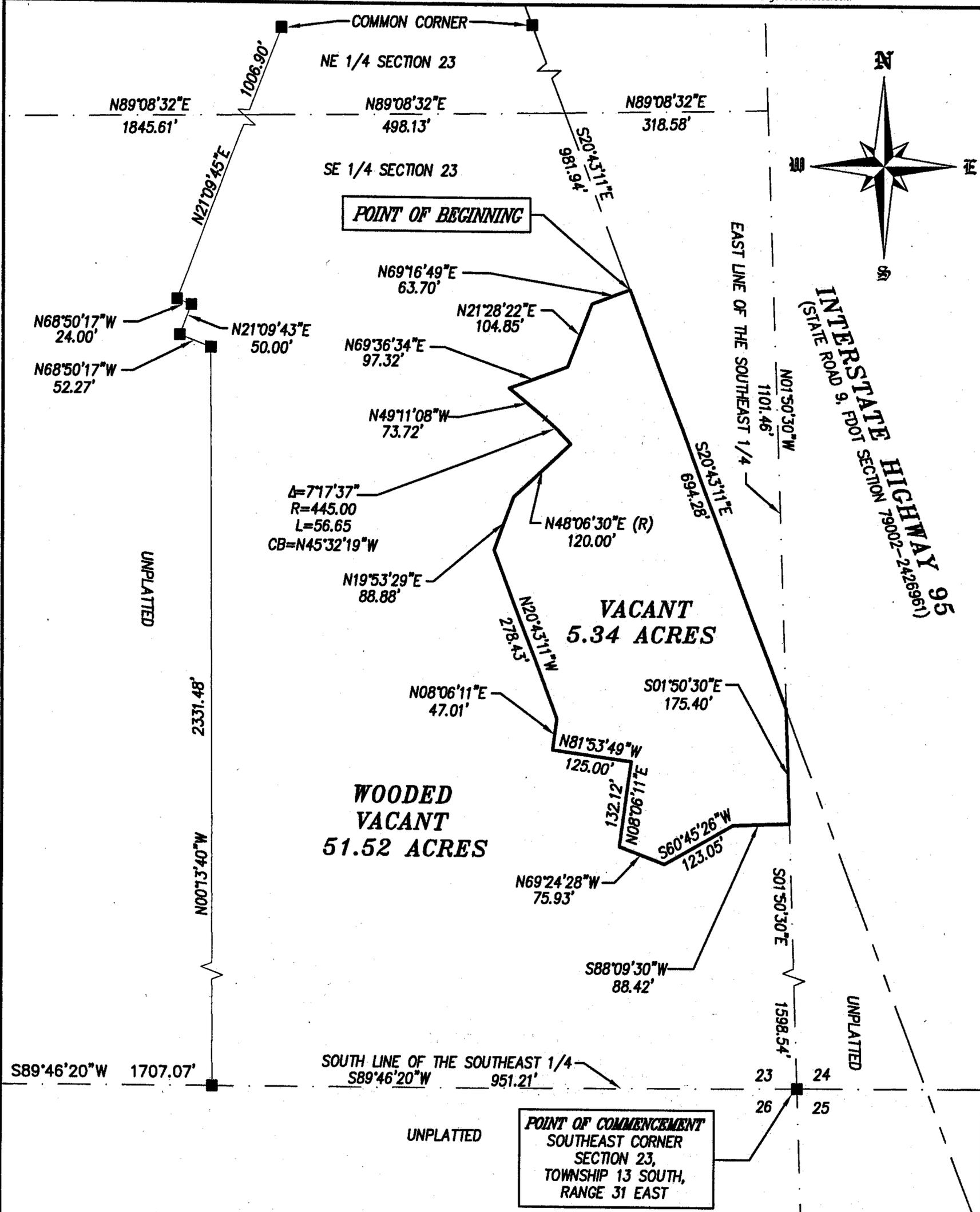


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION # 3019
 3921 NOVA ROAD
 PORT ORANGE, FL. 32127
 (386) 761-5385

Copyright © 2008 Sliger & Associates, Inc.

www.sligerassociates.com



FOR: ZEV COHEN ASSOCIATES, INC.
 DESCRIPTION: (SEE SHEET 2 OF 2)

**SKETCH OF DESCRIPTION ONLY
 NOT A BOUNDARY SURVEY**

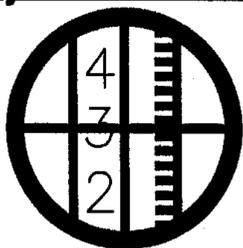
SCALE: 1"=200'

JOB #08-0248

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2	
LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Exhibit "A"



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019 Instrument# 2008-100009 # 4

3921 NOVA ROAD
 PORT ORANGE, FL. 32127
 (386) 761-5385

Book: 6232
 Page: 16

Diane M. Matousek
 Volusia County, Clerk of Court

Copyright © 2008 Sliger & Associates, Inc.

SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE IS ASSUMED NORTH WITH THE BEARING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST BEING S89°46'20"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

NOTE:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: K:\PLATS\PLANTBAY\SOPARCEL\SECTION 2E-V\2E-V-U3\

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	ZEV COHEN ASSOCIATES, INC.	3/07/2008	08-0248
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE RUN S89°46'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 951.21 FEET; THENCE N00°13'40"W, 2331.48 FEET; THENCE N68°50'17"W, 52.27 FEET; THENCE N21°09'43"E, 50.00 FEET; THENCE N68°50'17"W, 24.00 FEET; THENCE N21°09'45"E, 1006.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 981.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, S20°43'11"E, 694.28 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE S01°50'30"E, 175.40 FEET; THENCE S88°09'30"W, 88.42 FEET; THENCE S60°45'26"W, 123.05 FEET; THENCE N69°24'28"W, 75.93 FEET; THENCE N08°06'11"E, 132.12 FEET; THENCE N81°53'49"W, 125.00 FEET; THENCE N08°06'11"E, 47.01 FEET; THENCE N20°43'11"W, 278.43 FEET; THENCE N19°53'29"E, 88.88 FEET; THENCE N48°06'30"E, 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 07°17'37" WITH A CHORD BEARING OF N45°32'19"W; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 56.65 FEET TO THE POINT OF TANGENCY; THENCE N49°11'08"W, 73.72 FEET; THENCE N69°36'34"E, 97.32 FEET; THENCE N21°28'22"E, 104.85 FEET; THENCE N69°16'49"E, 63.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.3434 ACRES, MORE OR LESS.

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: **ZEV COHEN ASSOCIATES, INC.**

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	3/07/2008	08-0248		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature]
 J.E. ZAPERT, P.L.S. NO. 4046
 CLYDE O. VAN KLEECK JR., P.S.M. NO. 6149
 STEVEN T. KRUGER, P.L.S. NO. 4722
 MICHAEL S. MURPHY, P.S.M. NO. 6208

This Instrument Prepared By, And
After Recording Return To:

J. Andrew Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

05/16/2008 11:09 AM
Instrument# 2008-100010 # 1
Book : 6232
Page : 17

ANNEXATION AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section 2E-V, Unit 3)

This instrument executed this 2nd day of APRIL, 2008, is executed by Prestwick at Plantation Bay, a Florida General Partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick is, by instruments recorded on even date herewith, the Successor Declarant, as to the Property described on Exhibit "A" attached hereto and made a part hereof, under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Successor Declarant desires and intends to annex, and to subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., (the "Association"), the Property described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, receipt and sufficiency of which are acknowledged, Prestwick hereby annexes the real Property described on Exhibit "A" attached hereto and declares the same subject to the jurisdiction of the Association, and to all of the terms and conditions of the Declaration, as amended, as if said real Property were originally set forth therein; provided, however, that Successor Declarant hereby reserves the right, in its sole discretion and without the approval of the Association, to revoke this annexation and remove said real Property from the jurisdiction of the Association and from the terms and conditions of the Declaration. Any provision hereof to the contrary notwithstanding, any covenants in favor of or enforceable by the St. Johns River Water Management District (the "SJRWMD") may not be revoked or amended without the prior written consent of the SJRWMD. This exemption from the Successor Declarant's unilateral power to revoke in favor of the SJRWMD shall not be interpreted as preventing the Successor Declarant from revoking covenants in favor of any other party, including, but not limited to, the Association. The real Property described on Exhibit "A" attached hereto shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land, subject to the reservation of rights in the Successor Declarant, as hereinabove set forth.

In addition to those terms, conditions, obligations, covenants, rights, privileges and immunities set forth in the Declaration, notice is hereby given that a minimum of one tree per 2,500 square feet of lot area must be planted prior to the issuance of a Certificate of Occupancy. Owners of each residential lot platted within the real Property described on Exhibit "A" shall also be responsible for the maintenance of any grass or landscaping between their respective lot lines and the street curb or any adjoining body of water. Certain lots are subject to drainage easements which allow the Association to enter upon the lot to perform maintenance operations to the drainage facilities. Accordingly, the owner of a residential lot with a drainage easement may not install a fence, tree or any other obstruction to block access or the ability to perform the maintenance operations.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick has caused these presents to be executed under seal by its Managing Partner.

Signed, sealed and delivered
in the presence of:

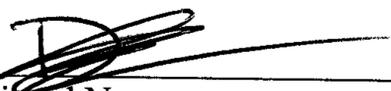
PRESTWICK AT PLANTATION BAY, a
Florida General Partnership

By: MHK of Volusia County, Inc., a
Florida Corporation, General Partner


Printed Name: RICHARD R. SMITH

By: 
M.D. Haas, President

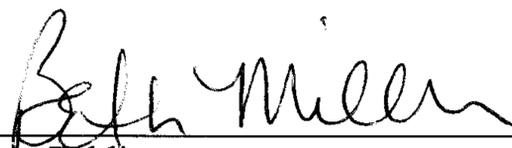
Address: 2379 Beville Road
Daytona Beach, FL 32119


Printed Name: DUSTIN W. TIMM

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of March, 2008, by M.D. Haas, President of MHK of Volusia County, Inc., a Florida Corporation, General Partner of PRESTWICK AT PLANTATION BAY, a Florida General Partnership, on behalf of said Partnership. He is personally known to me or has produced _____ as identification.

My Commission Expires:


Notary Public
Printed Name:
Commission No.:

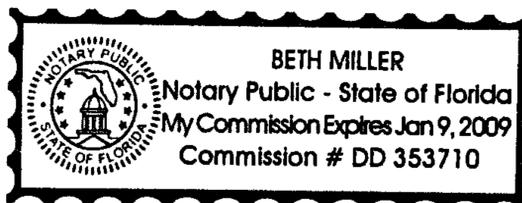
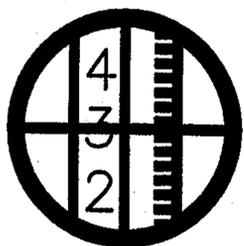


Exhibit "A"



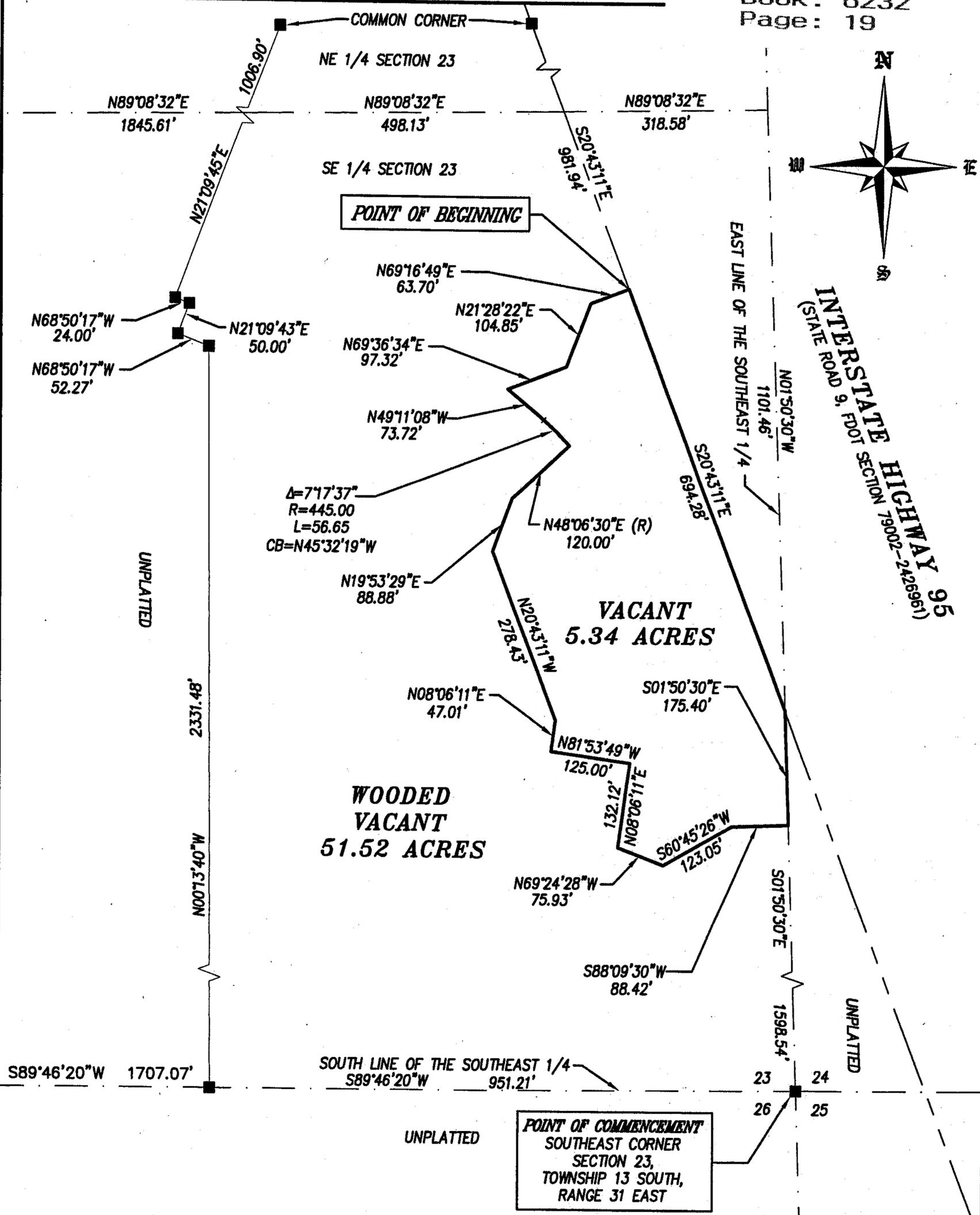
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION # 3019
 3921 NOVA ROAD
 PORT ORANGE, FL. 32127
 (386) 761-5385

Copyright © 2008 Sliger & Associates, Inc.

Instrument# 2008-100010 # 3
 Book: 6232
 Page: 19



FOR: ZEV COHEN ASSOCIATES, INC.
 DESCRIPTION: (SEE SHEET 2 OF 2)

**SKETCH OF DESCRIPTION ONLY
 NOT A BOUNDARY SURVEY**

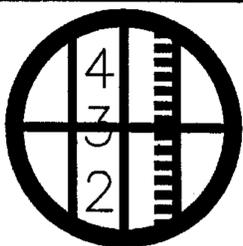
SCALE: 1"=200'

JOB #08-0248

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
☉	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2	
LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Exhibit "A"



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
 PORT ORANGE, FL. 32127
 (386) 761-5385

Copyright © 2008 Sliger & Associates, Inc.

Instrument# 2008-100010 # 4
 Book: 6232
 Page: 20

Diane M. Matousek
 Volusia County, Clerk of Court

SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE IS ASSUMED NORTH WITH THE BEARING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST BEING S89°46'20"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

NOTE:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: K:\PLATS\PLANTBAY\SOPARCEL\SECTION 2E-V\2E-V-U3\

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	ZEV COHEN ASSOCIATES, INC.	3/07/2008	08-0248
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE RUN S89°46'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 951.21 FEET; THENCE N00°13'40"W, 2331.48 FEET; THENCE N68°50'17"W, 52.27 FEET; THENCE N21°09'43"E, 50.00 FEET; THENCE N68°50'17"W, 24.00 FEET; THENCE N21°09'45"E, 1006.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 79002-2426961; THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 981.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, S20°43'11"E, 694.28 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE S01°50'30"E, 175.40 FEET; THENCE S88°09'30"W, 88.42 FEET; THENCE S60°45'26"W, 123.05 FEET; THENCE N69°24'28"W, 75.93 FEET; THENCE N08°06'11"E, 132.12 FEET; THENCE N81°53'49"W, 125.00 FEET; THENCE N08°06'11"E, 47.01 FEET; THENCE N20°43'11"W, 278.43 FEET; THENCE N19°53'29"E, 88.88 FEET; THENCE N48°06'30"E, 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 07°17'37" WITH A CHORD BEARING OF N45°32'19"W; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 56.65 FEET TO THE POINT OF TANGENCY; THENCE N49°11'08"W, 73.72 FEET; THENCE N69°36'34"E, 97.32 FEET; THENCE N21°28'22"E, 104.85 FEET; THENCE N69°16'49"E, 63.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.3434 ACRES, MORE OR LESS.

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: **ZEV COHEN ASSOCIATES, INC.**

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	3/07/2008	08-0248		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
 CLYDE O. VAN KLEECK JR., P.S.M. NO. 6149
 STEVEN T. KRUGER, P.L.S. NO. 4722
 MICHAEL S. MURPHY, P.S.M. NO. 6208

This instrument prepared by and)
should be returned to:)
)
Sara K. Wilson, Esquire)
TAYLOR & CARLS, P.A.)
150 N. Westmonte Drive)
Altamonte, Florida 32714)
(407) 660-1040)
)
Cross Reference O.R. Book 277, Page)
805, Public Records, Flagler County,)
Florida and O.R. Book 3005, Page 74)
of the Public Records of Volusia)
County, Florida.)
)

**CERTIFICATE OF THIRTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PLANTATION BAY**

THIS IS TO CERTIFY that the following Thirteenth Amendment amending Article XII, Section 12.03, of the Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was duly and properly adopted by the affirmative vote of Voting Members representing seventy-five percent (75%) of the total votes of the Association in accordance with Article XIII, Section 13.02 of said Declaration. The Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was originally recorded in Official Records (O.R.) Book 277, Page 805, and subsequently amended at O.R. Book 308, Page 248; O.R. Book 320, Page 819; O.R. Book 377, Page 210; O.R. Book 382, Page 754; O.R. Book 488, Page 1179; O.R. Book 582, Page 1039; O.R. Book 879, Page 124, all of the Public Records of Flagler County, Florida; and also originally recorded at O.R. Book 3005, Page 74, and subsequently amended at O.R. Book 3022, Page 75; O.R. Book 4329, Page 531; O.R. Book 5023, Page 2303; O.R. Book 5248, Page 535; O.R. Book 5247, Page 655; and O.R. Book 6231, Page 736 all of the Public Records of Volusia County, Florida.

I. A new Section 12.03 shall be added to ARTICLE XII, Use Restrictions and Restrictive Covenants, which shall read as follows:

§ 12.03 Rentals. The Association through its Board of Directors may regulate leasing activity for Residential Units. Any lease or rental of Residential Units shall be subject to the following provisions:

A. Restrictions On Leases. Leases shall be in writing and shall be subject to the provisions of this Declaration, the Articles of Incorporation of Plantation Bay Community Association, Inc., the By-Laws of Plantation Bay Community Association, Inc., the Community-Wide standards adopted by the Board of Directors, the Community Development Code and Land Use Standards, and any Rules and Regulations adopted by the Board of Directors, all as may be amended from time to time (hereinafter referred to collectively as the "Governing Documents"). Only the entire Residential Unit may be leased, no rooms may be rented.

B. Leasing Period. All leases for single family homes must provide a minimum leasing period of six (6) months and all leases for townhomes and condominiums must provide a minimum leasing period of three (3) months.

C. Leasing Terms. All leases must provide, and if they do not, shall be deemed to provide the following:

1. The tenant(s) agrees to abide by all of the provisions of the Governing Documents, and that a violation of the Governing Documents is a material breach of the lease and is grounds for damages, termination, eviction, and injunctive relief;
2. The tenant(s) shall not sublease to another party; and
3. The tenant(s) and the Owner agree that the Association may proceed directly against such tenant(s).

D. Approval Procedures. The Association will review all leases in the order that they are received. The Board of Directors shall have the power to adopt and amend rules and regulations governing the details and methodology of this review process, as the same may be deemed necessary from time to time. The Association need not approve any lease until such time as all unpaid assessments, judgments, fines, court costs and attorney's fees (if any) incurred by the Association, and all other monies due and owing the Association for the Residential Unit have been paid.

Should an Owner wish to lease his/her Residential Unit, such Owner or the Owner's rental agent, shall deliver to the Board of Directors of the Association, or its designated Property Manager, prior to the beginning of the lease period, an application packet containing the following:

1. An application, in a form approved by the Board of Directors, containing the signatures of the Owner and the proposed tenant(s);
2. The name and address, and phone numbers(s) of the proposed tenant(s);
3. Two (2) proofs of the tenant(s) identity(s), one of which must be a photo identification (driver's license, passport, etc.);
4. Information regarding the intended use of the Residential Unit by the proposed tenant(s);
5. A copy of the rental agreement (the lease amount or rental rate may be redacted), which shall specifically state whether the Owner, rental agent or tenant is responsible for maintaining the Residential Unit; however, notwithstanding any such agreement for maintenance, the Owner shall continue to be ultimately responsible to the Association for the same pursuant to the Governing Documents;

6. An application fee in an amount determined by the Board of Directors from time to time;
7. A signed statement by the tenant that he/she has been provided a copy of the Governing Documents;
8. If an outside rental agent is used, the Owner must provide to the Association, the name and contact information of the rental agent;
9. The names and relationship of all additional persons that will be residing in the Residential Unit with the tenant(s);
10. Except as provided in Section 13.06 of this Declaration, if the lease agreement states that a corporation or business entity is the tenant, that corporation or business entity must specify the names of the persons residing in the Residential Unit for the duration of the lease and only those persons shall be allowed to live in the Residential Unit;
11. Such other information as is requested by the Association.

E. Effective Date of Amendment. This Amendment shall be effective upon the recording of this Amendment in the Public Records of Flagler and Volusia Counties, Florida, and shall thereafter apply to all new leases and the renewals of any leases currently in effect.

Executed at Ormond Beach, VOLUSTA County, Florida, on this the 26TH day of OCTOBER, 2009.

Signed, sealed and delivered in the presence of:

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

Donna Velardi

Printed Name: Donna Velardi

Mark Roskamp

Printed Name: MARK ROSKAMP

By: [Signature]

Printed Name: KATHLEEN POUNDS

Title: President

Address: 17 GALE LANE

ORMOND BEACH, FL 32174

(CORPORATE SEAL)

Donna Velardi

Printed Name: Donna Velardi

Mark Roskamp

Printed Name: MARK ROSKAMP

ATTEST:

By: Russell R. Reinke

Printed Name: RUSSELL R. REINKE

Title: Secretary

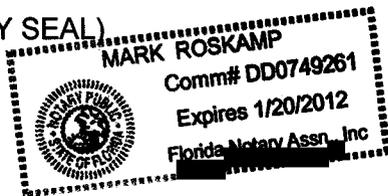
Address: 103A N. LAKE DRIVE

ORMOND BEACH, FL 32174

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26TH day of _____, 2009, by _____ and RUSSELL REINKE, as President and Secretary, respectively, of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [] have produced _____ as identification.

(NOTARY SEAL)



Mark Roskamp
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: MARK ROSKAMP
Commission No.: DD0749261
Commission Expires: 1-20-2012

This instrument prepared by and)
should be returned to:)
)
Sara K. Wilson, Esquire)
TAYLOR & CARLS, P.A.)
150 N. Westmonte Drive)
Altamonte, Florida 32714)
(407) 660-1040)
)
Cross Reference O.R. Book 277, Page)
805, Public Records, Flagler County,)
Florida and O.R. Book 3005, Page 74)
of the Public Records of Volusia)
County, Florida.)
)

CERTIFICATE OF TWELFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PLANTATION BAY

THIS IS TO CERTIFY that the following Twelfth Amendment amending Article XII, Section 12.02(e) and Section 12.02(f), of the Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was duly and properly adopted by the affirmative vote of Voting Members representing seventy-five percent (75%) of the total votes of the Association in accordance with Article XIII, Section 13.02 of said Declaration. The Declaration of Covenants, Conditions, and Restrictions of Plantation Bay was originally recorded in Official Records (O.R.) Book 277, Page 805, and subsequently amended at O.R. Book 308, Page 248; O.R. Book 320, Page 819; O.R. Book 377, Page 210; O.R. Book 382, Page 754; O.R. Book 488, Page 1179; O.R. Book 582, Page 1039; O.R. Book 879, Page 124, all of the Public Records of Flagler County, Florida; and also originally recorded at O.R. Book 3005, Page 74, and subsequently amended at O.R. Book 3022, Page 75; O.R. Book 4329, Page 531; O.R. Book 5023, Page 2303; O.R. Book 5248, Page 535; O.R. Book 5247, Page 655; and O.R. Book 6231, Page 736 all of the Public Records of Volusia County, Florida.

I. ARTICLE XII, Use Restrictions and Restrictive Covenants, Section 12.02(e), is deleted in its entirety and hereby amended in full to read as follows:

No boat, boat and trailer, or trailer alone shall be parked or stored or otherwise permitted to remain on any Residential Unit except in an approved garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity shall be parked or stored or otherwise permitted to remain on any Residential Unit except in a garage attached to the Residence. There shall be no major maintenance, repair, or restoration, such as but not limited to engine replacement and body work, performed on any motor vehicle on or adjacent to any Residential Unit, driveway or street. Additionally minor maintenance may be performed on any motor vehicle on or adjacent to any residential unit, driveway or street, if the repair typically requires less than one hours service work, such as but not limited to windshield repair and replacement, wiper replacement, tire repair and changing of oil. Oil must be disposed of in accordance of EPA standards. No automobile or any other vehicle may be parked or stored outside of any unit or on

the street covered with a tarpaulin of any type. Any covered vehicle must be stored in the garage. Units without enclosed garages are exempt from the cover ban. No inoperative cars, trucks, trailers or other types of vehicles shall be parked either on or adjacent to any Residential Unit. "Inoperative Vehicle" shall include, but not be limited to, any vehicle which does not have a current registered license plate, any vehicle that cannot start, or be driven in its current condition. In the event of a dispute, the Association, in its sole discretion, shall determine what constitutes an "Inoperative Vehicle" and shall have the power to promulgate Rules and Regulations further defining the same.

II. ARTICLE XII, Use Restrictions and Restrictive Covenants, Section 12.02(f), is deleted in its entirety and hereby amended in full to read as follows:

No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Residential Unit, provided however, that dogs, cats or other domesticated household pets may be raised and kept provided that such pets are not kept, bred or maintained for any commercial purposes. It shall be the duty of every owner of any animal, or anyone having any animal in his or her possession or custody, to exercise reasonable care and to take all necessary steps and precautions to protect other people, property and animals from injuries or damage which might result from his or her animal's behavior. In the event that the owner or keeper of any animal is a minor, the parent or guardian of such minor shall be responsible to ensure that all provisions of this section are complied with. It shall be the duty of every Owner of any animal, or anyone having any animal in his or her possession or custody, to ensure that the animal is kept under restraint; and precautions are taken to prevent the animal from leaving, while unattended, the Owner's Unit. The Owner of every animal shall be responsible for the removal of any excreta deposited by his or her animal(s) on the common areas or private property including the Owner's Unit. Any pet deemed to be a nuisance by the Board of Directors shall be removed from the Properties at the Owner's expense. A nuisance animal means any animal to which any of the following conditions apply: animals that are found on the Properties and not under restraint; an animal that damages the property of anyone other than its owner; animals that are dangerous animals; animals that bark excessively or make prolonged and disturbing noises interfering with the peace and quiet of the neighboring property; or animals that have been determined to be strays.

Executed at Ormond Beach, FLAGLER County, Florida, on this the 16TH day of OCTOBER, 2009.

Signed, sealed and delivered in the presence of:

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

Donna Velardi
Printed Name: DONNA VELARDI

By: [Signature]
Printed Name: KATHLEEN POWERS
Title: President
Address: 17 GALE LN.
ORMOND BEACH, FL 32174

[Signature]
Printed Name: MARK ROSKAMP

(CORPORATE SEAL)

ATTEST:

Donna Velardi
Printed Name: DONNA VELARDI

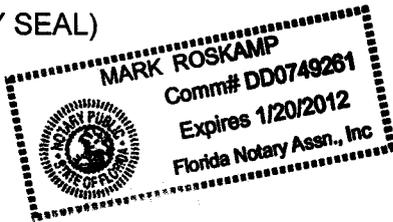
Mark Roskamp
Printed Name: MARK ROSKAMP

By: Russell R. Reinke
Printed Name: RUSSELL R. REINKE
Title: Secretary
Address: 57 KINGSLEY
ORMOND BEACH, FL 32174

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 16th day of OCTOBER, 2009, by KATHLEEN POWERS and RUSSELL REINKE, as President and Secretary, respectively, of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

(NOTARY SEAL)



Mark Roskamp
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: MARK ROSKAMP
Commission No.: DD0749261
Commission Expires: 1-20-2012

Inst No:2003022989 Date:04/30/2003
GAIL WADSWORTH, FLAGLER Co. Time:09:20
Book: 924 Page: 641 Total Pgs: 29

OFF REC 0924 PAGE 0641

**MASTER DECLARATION OF COVENANTS AND
RESTRICTIONS**

FOR

WESTLAKE AT PLANTATION BAY

UNOFFICIAL DOCUMENT



THIS DOCUMENT PREPARED BY:

**Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
200 West Forsyth Street
Suite 1400
Jacksonville, Florida 32202-4327**

INDEX TO MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTLAKE AT PLANTATION BAY

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 Building Site
- Section 2.4 CDD
- Section 2.5 Commercial Improvement
- Section 2.6 Common Service Contracts
- Section 2.7 Common Systems
- Section 2.8 Common Area
- Section 2.9 Developer
- Section 2.10 DRI
- Section 2.11 Lot
- Section 2.12 Multi-family Improvements
- Section 2.13 Owner
- Section 2.14 Property or Westlake
- Section 2.15 PUD
- Section 2.16 Residential Dwelling Unit
- Section 2.17 Service Providers
- Section 2.18 Subassociation
- Section 2.19 Surface Water or Stormwater Management System

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV COMMON AREA RIGHTS

- Section 4.1 Conveyance of Common Area
- Section 4.2 Owners' Easement of Enjoyment
- Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area
- Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits
- Section 4.5 Easement for Maintenance Purposes

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

- Section 5.1 Creation of the Lien and Personal Obligation of Assessments
- Section 5.2 Purpose of Assessments
- Section 5.3 Bulk Rate Service Agreements
- Section 5.4 Calculation and Collection and Assessments
- Section 5.5 Area Assessments
- Section 5.6 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association
- Section 5.7 Subordination of Lien to Mortgages
- Section 5.8 Capitalization of the Association
- Section 5.9 Transfer Fees
- Section 5.10 Developer's Assessments

ARTICLE VI UTILITY PROVISIONS

- Section 6.1 Water System
- Section 6.2 Sewage System
- Section 6.3 Solid Waste Recycling
- Section 6.4 Utility Services

ARTICLE VII USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

- Section 7.1 Common DRI and PUD
- Section 7.2 Compliance with Laws
- Section 7.3 Platting and Additional Restrictions
- Section 7.4 Reservation of Right to Release Restrictions
- Section 7.5 Easements for Ingress, Egress, Utilities and Drainage
- Section 7.6 Drainage Flow
- Section 7.7 Future Easements
- Section 7.8 Additional Easements
- Section 7.9 Rules and Regulations

ARTICLE VIII ARCHITECTURAL CONTROL

- Section 8.1 Architectural Review and Approval
- Section 8.2 Review Procedures
- Section 8.3 Variance
- Section 8.4 Assignment
- Section 8.5 Limited Liability

ARTICLE IX NOTICE OF PERMIT REQUIREMENTS

- Section 9.1 Jurisdictional Areas and Permits
- Section 9.2 DRI Requirements

ARTICLE X GENERAL PROVISIONS

- Section 10.1 Ground Leased Land
- Section 10.2 Developer's Reserved Rights re: Easements
- Section 10.3 Remedies for Violations
- Section 10.4 Severability
- Section 10.5 Additional Restrictions
- Section 10.6 Titles
- Section 10.7 Termination or Amendment
- Section 10.8 Assignment of Permit Responsibilities and Indemnification
- Section 10.9 Conflict or Ambiguity in Documents
- Section 10.10 Usage
- Section 10.11 Effective Date
- Section 10.12 Disclaimers as to Bulk Services
- Section 10.13 Disclaimers as to Water Bodies

- Exhibit A - Property
- Exhibit B - Common Area

UNOFFICIAL DOCUMENT

MASTER DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
WESTLAKE AT PLANTATION BAY

THIS DECLARATION is made this 30 day of JANUARY, 2003, by INTERVEST AT PLANTATION BAY, a Florida General Partnership, (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Westlake at Plantation Bay Property Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Building Site**. Each separate parcel of land within the Property, other than the Lots, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for office, retail,

wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family, or other similar use. No Building Site shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD.

Section 2.4 **CDD**. The Community Development District for Westlake at Plantation Bay as created pursuant to Chapter 190, Florida Statutes.

Section 2.5 **Commercial Improvement**. Any proposed or completed improvements located on, over, under or within any portion of the Property that is not a Lot, and which is intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property or the public, including but not limited to, business and professional offices, facilities for the retail or wholesale sale of goods and services, warehouses, banks and other financial institutions, hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurants, convenience stores, and gasoline stations.

Section 2.6 **Common Service Contracts**. This term shall have the meaning ascribed to it by Section 5.3 hereof.

Section 2.7 **Common Systems**. This term shall have the meaning ascribed to it by Section 5.3 hereof.

Section 2.8 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.8, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.9 **Developer**. Interest at Plantation Bay and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Interest at Plantation Bay, as the Developer of the Property, is not intended and shall not be construed, to impose upon Interest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Interest at Plantation Bay and develop and resell the same.

Section 2.10 **DRI**. That certain Development of Regional Impact Order approved by Flagler County, Florida ("Flagler") by Resolution 85-14 and by Volusia County, Florida ("Volusia") on June 25, 1985, as the same may be amended from time to time.

Section 2.11 **Lot**. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD.

Section 2.12 **Multi-Family Improvements**. Any proposed or completed improvements located within the Property intended and designed for use as two or more attached residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.13 **Owner**. The record owner or owners of any Lot or Building Site.

Section 2.14 **Property or Westlake**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.15 **PUD**. The Planned Unit Development zoning approved by Flagler and Volusia for the Property, as the same may be amended from time to time.

Section 2.16 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

Section 2.17 **Service Providers**. This term shall have the meaning ascribed to it by Section 5.3 hereof.

Section 2.18 **Subassociation**. Any residential or commercial property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners. Further, in the event any group of Owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors in its sole discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

Section 2.19 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar

import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot or Building Site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Flagler County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Flagler County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
COMMON AREA RIGHTS

Section 4.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to

covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lot or Building Site, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment**. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the DRI and the PUD;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area**. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially

contiguous). For so long as the Developer shall own any Lot or Building Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Flagler County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.8 hereof, or subsequently designated as such by the Developer pursuant to Section 2.8 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 **Maintenance of Common Area and Compliance with Applicable Permits.**

(a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), or Flagler County, Florida, and in accordance with the DRI and the PUD. Notwithstanding any provision of this Declaration to the contrary, the CDD and the Association shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the

Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the CDD shall for any reason fail to maintain the portions of the Surface Water or Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law or this Declaration, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

Section 4.5 **Easement for Maintenance Purposes.** The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 5.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot or Building Site within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot and Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 5.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the

Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, the DRI or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area, including the Surface Water or Stormwater Management System. To the extent that such maintenance shall not be provided by the CDD, the maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all or any portion of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District Permit No. 4-035-18417-4, as amended from time to time, including all operation, sampling, testing, monitoring and maintenance requirements as specified by said permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization, formed pursuant to the requirements of the DRI.

(c) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 4 hereof.

Section 5.3 **Bulk Rate Service Agreements** As a common service to the Owners, the Association may enter into contracts ("Common Service Contracts"), including bulk rate service agreements, with providers ("Service Providers") of cable television, internet access, security, telephone and similar utilities for the construction, management, maintenance, modification and operation of such systems and utilities ("Common Systems"). All expenses incurred by the Association in connection with any Common Service Contract or Common System shall constitute an expense which may be funded through the collection of assessments pursuant to this Article V; provided however, if particular or additional services or benefits are provided to particular Lots or building parcels, the benefited Owner shall pay the Service Provider directly for such services, or the Association may assess such costs as an Area Assessment pursuant to Section 5.5 hereof. The terms of any Common Service Contract may obligate individual Owners to execute subscription agreements or other contracts directly with the applicable Service Providers, or alternatively, the Association may execute Common Service Contracts on behalf of all Owners. All such agreements or other contracts may contain terms and conditions relating to the use and access of the systems described therein which, if violated by the Owner or any other person, may result in services to the applicable Lot or building parcel being terminated by the Service Provider or the Association. The termination of service for such a violation shall not relieve the applicable Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining the applicable Common Service Contract or Common Systems. The Association shall have no obligation to utilize any particular Service Provider and all Common Service Agreements shall contain such terms and provisions as the Association shall reasonably deem appropriate in its sole discretion.

Section 5.4 **Calculation and Collection of Assessments**. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots and Building Sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, One Thousand Two Hundred and NO/100 (\$1,200.00) Dollars per Assessment Equivalent. From and after December 31, 2003, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 4. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 5.5 hereof) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors for purposes of determining the portion of the special assessment allocable to each Lot or Building Site.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors, pursuant to this Declaration shall be allocated among the Owners of the Lots and Building Sites as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) Owners of Building Sites upon which improvements other than Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each two thousand five hundred (2,500) square feet of heated and air conditioned space located within completed improvements constructed upon such Owners' Building Sites, rounded to the nearest two thousand five hundred (2,500) square feet. Building Sites with improvements located thereon or approved for construction which are comprised of less than two thousand five hundred (2,500) or less square feet of heated and air conditioned space shall be allocated one (1) Assessment Equivalent each. Owners of Building Sites on which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Residential Dwelling Unit constructed upon such Owners' Building Sites.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Flagler County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less

frequent than semi-annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(d) Assessments payable by Owners who are members of a Subassociation, shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners of Lots or Building Sites who are not members of a Subassociation, shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

Section 5.5 **Area Assessments**. The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security and property management services, which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots and Building Sites located within such portions of the Property, based upon the allocations established by Section 5.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.5 shall be determined by the Board in its sole discretion.

Section 5.6 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association**. The lien of the Association shall be effective from and after recording in the public records of Flagler County, Florida, a claim of lien stating the description of the Lot or Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment installment is not paid within fifteen (15) days after the due date, the Association shall be entitled to collect a late fee for each such unpaid assessment in an amount to be determined by the Board of Directors in its sole discretion, and such installment shall bear interest from the due date at the highest lawful rate. The Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment installment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 5.7 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which

is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot or Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot or Building Site shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot or Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 5.8 **Capitalization of the Association.** Upon acquisition of record title to a Residential Dwelling Unit or an unimproved Lot from Declarant, or a Residential Dwelling Unit from any Owner other than Declarant, each Owner acquiring such Residential Dwelling Unit or Lot shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual assessment attributable to such Residential Dwelling Unit or Lot, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Dwelling Unit or Lot, and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 5.8.

Section 5.9 **Transfer Fees.** In connection with any request by an Owner or a prospective purchaser of a Residential Dwelling Unit for a confirmation of assessments owed to the Association or to process a change of ownership on the books and records of the Association, as a condition to providing such service, the Association shall have the right to charge a reasonable fee to the party making the request in an amount to be determined by the Board of Directors.

Section 5.10 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot or Building Site in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots and Buildings Sites owned by it within the Property on the same basis as other Owners. In no event shall the

Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots or Building Sites within the Property.

ARTICLE VI
UTILITY PROVISIONS

Section 6.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot or Building Site without the prior written consent of the Association.

Section 6.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 6.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Flagler County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 6.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

ARTICLE VII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 7.1 **Common DRI and PUD**. Due to the integrated nature of the Property and the lands described in the DRI and the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the DRI and PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 7.2 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the DRI and PUD, and all environmental, land use,

marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 7.3 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 7.4 **Reservation of Right to Release Restrictions**. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 7.5 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 7.6 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 7.6 to the contrary, neither the Developer nor the Association shall take any action which shall alter the Surface Water or Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

Section 7.7 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as

Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 7.8 **Additional Easements**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 7.8, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 7.9 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

ARTICLE VIII **ARCHITECTURAL CONTROL**

Section 8.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 8.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VIII:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Westlake. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article VIII. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VIII, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article VIII.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article VIII.

Section 8.3 **Variance.** The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to

the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 8.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article VIII, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article VIII with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Developer to the Association and authorized by this Article VIII.

Section 8.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article VIII, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

ARTICLE IX
NOTICE OF PERMIT REQUIREMENTS

Section 9.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF ANY PERMITS ISSUED BY THE ACOE AND PERMIT NUMBER 4-035-18417-4, ISSUED BY THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE CDD AND/OR THE ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE

TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE CDD OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

Section 9.2 **DRI Requirements**. Pursuant to the terms of the DRI, commencing with the platting or commencement of sales of residential dwelling units within Phase II (as such term is defined by the DRI), the Association shall remit to Flagler County, Florida an annual amount of Twenty-Five Thousand No/100 Dollars (\$25,000.00) as a continuing contribution for deputy's salaries. Commencing with the platting or beginning of sales of residential dwelling units in Phase III (as such term is defined by the DRI), such annual contribution shall be increased to Thirty Thousand and No/100 Dollars (\$30,000.00) per year. All such annual payments shall be made to Flagler County, Florida in equal monthly installments. The foregoing obligation may be shared with Plantation Bay Community Association, Inc., a Florida non-profit corporation (the "Plantation Bay Association"), pursuant to such Cost Sharing Agreement as may be entered into between the Association and the Plantation Bay Association. Further, as required by the DRI, the Association, acting in cooperation with the Plantation Bay Association, may furnish to Flagler County, Florida, building space within the Common Area which may be used for a sheriff's substation.

ARTICLE X **GENERAL PROVISIONS**

Section 10.1 **Ground Leased Land**. Where all or any part of a Lot or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 10.1 shall be dispositive.

Section 10.2 **Developer's Reserved Rights Re: Easements**. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property.

The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 10.2, shall be dispositive for all purposes; provided nothing contained in this Section 10.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

Section 10.3 **Remedies for Violations.**

10.3.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Section 10.3.2 **Fines.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) **Enforcement Committee:** The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) **Hearing:** The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) **Amounts:** The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) **Payment of Fines:** Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board of Directors.

(h) **Non-exclusive Remedy:** The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 10.4 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 10.5 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 10.6 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 10.7 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be

effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Flagler County, Florida.

Section 10.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer may assume certain obligations in connection with one or more permits issued by the SJRWMD or the ACOE. The Developer shall have the right to assign to the Association, all of the Developer's obligations and responsibilities for compliance with any such permit issued by the ACOE. The Association shall accept such assignment and thereafter shall indemnify, defend and hold the Developer harmless from all suits, enforcement actions, damages, liability and expenses in connection with any violation of such SJRWMD or the ACOE permits occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 10.9 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 10.10 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10.11 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

Section 10.12 **Disclaimers as to Bulk Services**. ALL SERVICE PROVIDERS AND THE COMMON SYSTEMS PROVIDED BY THEM MAY BE SUBJECT TO FEDERAL, STATE OR LOCAL REGULATIONS, LAWS AND ORDINANCES. SUCH REGULATIONS, LAWS AND ORDINANCES MAY HAVE A SIGNIFICANT IMPACT ON CERTAIN ASPECTS OF THE COMMON SYSTEMS INCLUDING, BUT WITHOUT LIMITATION, THE FEES CHARGED, THE METHOD OF DELIVERY AND THE RELATIVE RIGHTS AND RESPONSIBILITIES OF THE COMMON SYSTEM USERS AND SERVICE PROVIDERS. THE IMPACT OF ALL SUCH REGULATIONS, LAWS AND ORDINANCES ARE BEYOND THE CONTROL OF THE DEVELOPER AND THE ASSOCIATION, AND ACCORDINGLY, NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY RESPONSIBILITY TO ANY OWNER THEREFOR.

EACH OWNER ACKNOWLEDGES AND AGREES THAT THE DEVELOPER AND THE ASSOCIATION, BY VIRTUE OF THEIR RESPECTIVE CONTRACTUAL RELATIONSHIPS WITH SERVICE PROVIDERS, MAY GAIN ACCESS TO INFORMATION RELATING TO THE INDIVIDUAL USE OF THE COMMON SYSTEMS BY OWNERS INCLUDING ACCOUNT AND CONTENT INFORMATION. IN RECOGNITION OF THIS FACT, EACH OWNER WAIVES ANY PRIVACY RIGHTS THAT SUCH OWNER MAY HAVE IN ANY SUCH INFORMATION, AS WELL AS ANY CLAIMS RELATING THERETO AGAINST THE DEVELOPER, THE ASSOCIATION OR THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED PARTIES. FURTHER, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE ACQUISITION OF SUCH INFORMATION BY THE DEVELOPER OR THE ASSOCIATION SHALL NOT CREATE ANY DUTY ON THE PART OF THE DEVELOPER, THE ASSOCIATION OR ANY OTHER PARTY TO ACT IN ANY MANNER WITH RESPECT TO SUCH INFORMATION.

NEITHER THE DEVELOPER NOR THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED PARTIES SHALL BE LIABLE TO ANY OWNER OR OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES, ALLEGATIONS, CLAIMS, SUITS OR OTHER PROCEEDINGS, EXPENSES, LIABILITIES OR COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, DATA, INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR PERSONAL INJURY (INCLUDING DEATH) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY OWNER'S OR OTHER PARTY'S USE OF ANY COMMON SYSTEM SERVICES PROVIDED PURSUANT TO A COMMON SERVICE CONTRACT, INCLUDING WITHOUT LIMITATION (I) ANY CONTENTION THAT THE USE OF A COMMON SYSTEM BY AN OWNER OR OTHER PARTY INFRINGES ON THE COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY OR CONTRACTUAL RIGHT OF ANY PARTY; (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MIS-DELIVERIES, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE COMMON SYSTEM; (III) ACTS OR OCCURRENCES BEYOND THE REASONABLE CONTROL OF APPLICABLE SERVICE PROVIDERS, INCLUDING WITHOUT LIMITATION, FIRE, LIGHTENING, EXPLOSION, POWER SURGE OR FAILURE, WARS, ACTS OF GOD, ANY LAW, ORDER, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL OR LEGAL BODY OR REPRESENTATIVE THEREOF; (IV) THE CONTENT OF SERVICES AVAILABLE ON THE INTERNET OR OTHERWISE THROUGH ANY COMMON SYSTEM, INCLUDING THE ACCURACY, QUALITY AND CONFIDENTIALITY OF INFORMATION OBTAINED THROUGH THIRD PARTIES THROUGH SUCH COMMON SYSTEM; OR (V) THE ACTIVITIES OF OTHER INTERNET USERS IN ACCESSING OR MONITORING ANY OWNERS' OR OTHER PARTIES' PERSONAL COMPUTERS OR USE THEREOF.

NEITHER THE DEVELOPER NOR THE ASSOCIATION NOR THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED PARTIES SHALL BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING THE LOSS OR DAMAGE OF DESTRUCTION OF PROPERTY, PERSONAL INJURY (INCLUDING DEATH), LOST DATA, LOST PROFITS OR LOST OPPORTUNITIES, RESULTING FROM ANY INTERRUPTION OR TERMINATION OF ANY SERVICES PROVIDED TO OWNERS BY ANY COMMON SYSTEM. EACH OWNER ACKNOWLEDGES THAT ALL SUCH SERVICES ARE SUBJECT TO PERIODIC INTERRUPTION FROM TIME TO TIME.

Section 10.13 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

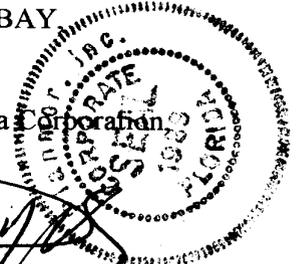
ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 30 day of JANUARY, 2003.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY
a Florida General Partnership

By: PLANMOR, INC., a Florida Corporation
Managing General Partner



Trish L. Mohr
Name Printed: Trish L. Mohr

By: [Signature]
Morteza Hosseini-Kargar, President

Joanne Schmieder
Name Printed: Joanne Schmieder

STATE OF FLORIDA
COUNTY OF VOLUSIA

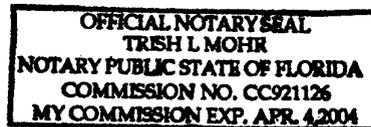
The foregoing instrument was acknowledged before me this 30 day of JANUARY, 2003, by Morteza Hosseini-Kargar, President of Planmor, Inc., a Florida Corporation, Managing General Partner of Intervest at Plantation Bay, a Florida General Partnership, on behalf of said Partnership.

UNOFFICIAL DOCUMENT

Trish L. Mohr
(Print Name Trish L. Mohr)
NOTARY PUBLIC, State of _____

Commission # _____
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]

Type of Identification Produced



LEGAL DESCRIPTION - PLANTATION BAY SECTION 2A-F, UNIT 1

A PARCEL OF LAND SITUATED IN SECTIONS 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE AFORESAID SECTION 10, THENCE RUN S89°33'03"W, ALONG THE SOUTHERLY LINE OF SAID SECTION 10, A DISTANCE OF 1391.87 FEET TO THE WESTERLY LINE OF PLANTATION BAY PHASE 1C-F, UNIT 1, AS RECORDED IN MAP BOOK 27 AT PAGES 20 AND 21 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID PLANTATION BAY PHASE 1C-F, UNIT 1 RUN N01°56'33"W, A DISTANCE OF 20.97 FEET TO THE SOUTHERLY LINE OF PLANTATION BAY PHASE 1B-F, UNIT 2 AS RECORDED IN MAP BOOK 30 AT PAGES 22 AND 23 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID PLANTATION BAY PHASE 1B-F, UNIT 2 RUN N01°56'33"W, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY LINE OF PLANTATION BAY PHASE 1B-F, UNIT 1; THENCE ALONG THE WEST LINE OF SAID PLANTATION BAY PHASE 1B-F, UNIT 1 RUN N01°56'33"W, A DISTANCE OF 1040.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE DEPARTING SAID WEST LINE OF PLANTATION BAY PHASE 1B-F, UNIT 1 AND RUN S81°08'58"W A DISTANCE OF 386.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 475.03 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 37°48'07", A CHORD BEARING OF S62°14'57"W AND A CHORD DISTANCE OF 466.46 FEET TO A POINT; THENCE NON-RADIAL TO SAID CURVE RUN N46°39'07"W, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 140.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 10°19'40", A CHORD BEARING OF S38°11'03"W AND A CHORD DISTANCE OF 140.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S33°01'13"W, A DISTANCE OF 526.55 FEET; THENCE N56°58'47"W, A DISTANCE OF 772.95 FEET; THENCE N11°36'40"E, A DISTANCE OF 175.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY 115.46 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 524.00 FEET, A CENTRAL ANGLE OF 12°37'29" AND A CHORD BEARING OF N05°17'55"E AND A CHORD DISTANCE OF 115.23 FEET; THENCE NON-RADIAL TO SAID CURVE S88°59'11"W, A DISTANCE OF 194.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 54.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 09°27'22", A CHORD BEARING OF N05°44'30"W AND A CHORD DISTANCE OF 54.40 FEET TO A POINT; THENCE NON-RADIAL TO SAID CURVE RUN S79°31'49"W, A DISTANCE OF 137.73 FEET; THENCE S75°08'43"W, A DISTANCE OF 206.84 FEET; THENCE N89°53'41"W, A DISTANCE OF 221.56 FEET; THENCE N00°07'30"E, A DISTANCE OF 865.70 FEET; THENCE RUN N89°19'16"W, A DISTANCE OF 361.92 FEET; THENCE RUN N00°45'13"E, A DISTANCE OF 686.60 FEET; THENCE RUN N07°22'24"E, A DISTANCE OF 202.62 FEET TO A POINT ON THE SOUTH LINE OF A PARK SITE AS RECORDED IN OFFICIAL RECORDS BOOK 277, PAGE 855 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID PARK SITE RUN N89°20'38"E, A DISTANCE OF 98.17 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARK SITE N 01°48'15" W A DISTANCE OF 609.48 FEET TO THE WESTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446 AT PAGE 128 AND OFFICIAL RECORDS BOOK 34 AT PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARK SITE AND WESTERLY LINE OF SAID EASEMENT N01°48'15"W A DISTANCE OF 413.17 FEET; THENCE DEPARTING SAID LINE AND RUN N88°11'45"E, A DISTANCE OF 236.00 FEET TO A POINT ON THE WESTERLY LINE OF PLANTATION BAY PHASE 1A, AS RECORDED IN MAP BOOK 27, PAGES 40 THROUGH 48 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID PLANTATION BAY, PHASE 1A THE FOLLOWING TWO COURSES: (1) S01°48'15"E, A DISTANCE OF 306.50 FEET; (2) S50°26'59"E, A DISTANCE OF 3340.24 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PLANTATION BAY, PHASE 1A AND SAID PLANTATION BAY, PHASE 1b-F, UNIT 1, S01°56'33"E 249.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 105.50 ACRES MORE OR LESS.

The real property identified as common area property shown on the Plat for Section 2A-F, Unit 1 as Parcels A, B, C, D, E, F & H as recorded in Map Book 34, Page 1-4 of the public records of Flagler County.

The Westlake at PB HOA will also be responsible for maintenance of the Westlake entrance feature located on common property owned by PBCA, Inc. immediately east of the FPL powerline easement.

UNOFFICIAL DOCUMENT

Inst No:2003022990 Date:04/30/2003
GAIL WADSWORTH, FLAGLER Co. Time:09:20
Book: 924 Page: 670 Total Pgs: 13

OFF REC 0924 PAGE 0670

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS

UNOFFICIAL DOCUMENT

THIS DOCUMENT PREPARED BY:

Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
200 West Forsyth Street - Suite 1400
Jacksonville, Florida 32202-4327



**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS**

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 CDD
- Section 2.4 Developer
- Section 2.5 Limited Common Area
- Section 2.6 Lot
- Section 2.7 Master Covenants
- Section 2.8 Owner
- Section 2.9 Property or Subdivision

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV EXTERIOR MAINTENANCE ASSESSMENT

- Section 4.1 Exterior Maintenance
- Section 4.2 Assessment of Costs
- Section 4.3 Access

ARTICLE V USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

- Section 5.1 Residential Use
- Section 5.2 Lot Coverage and Living Area
- Section 5.3 No Detached Buildings
- Section 5.4 Setbacks
- Section 5.5 Landscaping
- Section 5.6 Motor Vehicles and Boats
- Section 5.7 Nuisances

- Section 5.8 Antenna
- Section 5.9 Lakes
- Section 5.10 Insurance and Casualty Damages
- Section 5.11 Trees
- Section 5.12 Artificial Vegetation
- Section 5.13 Signs
- Section 5.14 Lighting
- Section 5.15 Animals
- Section 5.16 Maintenance of Lots and Limited Common Areas
- Section 5.17 Fences
- Section 5.18 Maintenance of Driveways
- Section 5.19 Leases

ARTICLE VI GENERAL PROVISIONS

- Section 6.1 Remedies for Violations
- Section 6.2 Severability
- Section 6.3 Additional Restrictions
- Section 6.4 Titles
- Section 6.5 Termination or Amendment
- Section 6.6 Conflict or Ambiguity in Documents
- Section 6.7 Usage
- Section 6.8 Effective Date

Exhibit A - Property

UNOFFICIAL DOCUMENT

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS**

THIS DECLARATION is made this 30th day of JANUARY, 2003, by **INTERVEST AT PLANTATION BAY**, a Florida General Partnership, (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Westlake at Plantation Bay Property Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **CDD**. The Community Development District for Westlake at Plantation Bay as created pursuant to Chapter 190, Florida Statutes.

Section 2.4 **Developer**. Intervest at Plantation Bay and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event

of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Intervest at Plantation Bay, as the Developer of the Property, is not intended and shall not be construed, to impose upon Intervest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Intervest at Plantation Bay and develop and resell the same.

Section 2.5 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Master Covenants**. The Declaration of Covenants and Restrictions for Westlake at Plantation Bay, recorded in Official Records Book ____ at page ____ of the public records of Flagler County, Florida, as the same may be amended from time to time, to which the Property is or will be subject.

Section 2.8 **Owner**. The record owner or owners of any Lot.

Section 2.9 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Westlake at Plantation Bay; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Master Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Flagler County or Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Flagler County or Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **EXTERIOR MAINTENANCE ASSESSMENT**

Section 4.1 **Exterior Maintenance**. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have seven (7) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 4.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 4.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of the Master Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 5.5, and shall be subordinate to mortgage liens to the extent provided by the Master Declaration.

Section 4.3 **Access**. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 4.1, to enter upon any Lot at reasonable

hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE V
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 5.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 5.1. Such Lots may be used for model homes during the development and sale of Lots within the Property or Westlake at Plantation Bay generally, and commercial uses shall be limited to those uses that are (i) permissible under the PUD (as such term is defined in the Master Covenants); and (ii) expressly authorized in writing by the Developer, in its sole discretion. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 5.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 5.2 **Lot Coverage and Living Area**. The maximum ground area to be occupied by residential buildings and structures to be constructed upon the Lots and the minimum square footage of heated and air conditioned space within single family residences to be constructed thereon shall be as stated in the architectural criteria adopted by the Developer or the Association as applicable, pursuant to the terms of the Master Covenants.

Section 5.3 **No Detached Buildings**. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 5.4 **Setbacks**. The building setbacks applicable to the Lots and the method of measurement thereof shall be as stated in the architectural criteria adopted by the Developer or the Association, as applicable, pursuant to the terms of the Master Declaration.

Section 5.5 **Landscaping**. Landscaping shall be installed on each Lot as stated hereafter.

5.5.1 A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of initial construction of a residence on such Lot. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine, Bermuda or Paspalum grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state

shall be sodded and irrigated to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

5.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 5.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 5.5.1 above, prior to the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of Flagler County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Developer shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article V of this Declaration. The Developer shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected in the same manner as assessments are collected pursuant to Article VI of the Master Declaration.

Section 5.6 **Motor Vehicles and Boats**. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building approved in accordance with the terms of the Master Declaration. Commercial vehicles shall not be parked within the Property, except within a fully enclosed garage. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

Section 5.7 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 5.8 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time.

Section 5.9 **Lakes**. Only the Developer, the Association and the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any object in such lake or lakes. The Developer, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or

other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 5.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article V of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 5.10 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 5.11 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 5.12 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 5.13 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 5.14 **Lighting**. No lighting shall be permitted on any lot which shall alter the residential character of the Subdivision. The preceding sentence shall not be construed to exclude normal uplighting of residential dwellings and associated structures and landscaping and lighting of walkways and driveways on individual Lots.

Section 5.15 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. The Board shall have the right from time to time to establish the maximum number of animals, or species of animals, that may be maintained on individual Lots.

Section 5.16 **Maintenance of Lots and Limited Common Areas**. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article V hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 5.17 **Fences**. Except as approved by the Developer pursuant to the Master Declaration, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 5.18 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 5.19 **Leases**. No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than six (6) months, nor shall any such dwelling or

improvement be leased more than two (2) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

ARTICLE VI GENERAL PROVISIONS

Section 6.1 **Remedies for Violations.** All of the provisions of this Declaration shall be enforceable in the manner provided by Article X of the Master Declaration, which Article is hereby incorporated by reference herein.

Section 6.2 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 6.3 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 6.4 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 6.5 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the public records of Flagler County, Florida.

Section 6.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 6.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

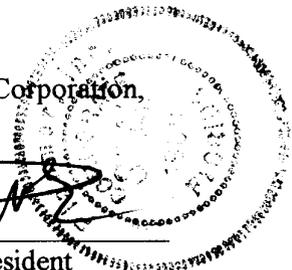
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 30 day of JANUARY 2003.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida General Partnership

By: PLANMOR, INC., a Florida Corporation, Managing General Partner

By: [Signature]
Morteza Hosseini-Kargar, President

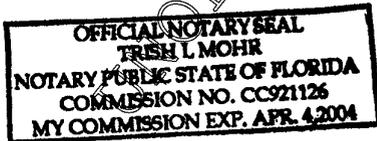


[Signature: Trish L. Mohr]
Name Printed: _____

[Signature: Joanne Schmieder]
Name Printed: Joanne Schmieder

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of JANUARY, 2003, by Morteza Hosseini-Kargar, President of Planmor, Inc., a Florida Corporation, Managing General Partner of Intervest at Plantation Bay, a Florida General Partnership, on behalf of said Partnership.



[Signature: Trish L. Mohr]
(Print Name Trish L. Mohr)
NOTARY PUBLIC, State of _____
Commission # _____
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Exhibit A - Property

LEGAL DESCRIPTION - PLANTATION BAY SECTION 2A-F, UNIT 1

A PARCEL OF LAND SITUATED IN SECTIONS 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE AFORESAID SECTION 10, THENCE RUN S89°33'03"W, ALONG THE SOUTHERLY LINE OF SAID SECTION 10, A DISTANCE OF 1391.87 FEET TO THE WESTERLY LINE OF PLANTATION BAY PHASE 1C-F, UNIT 1, AS RECORDED IN MAP BOOK 27 AT PAGES 20 AND 21 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID PLANTATION BAY PHASE 1C-F, UNIT 1 RUN N01°56'33"W, A DISTANCE OF 20.97 FEET TO THE SOUTHERLY LINE OF PLANTATION BAY PHASE 1B-F, UNIT 2 AS RECORDED IN MAP BOOK 30 AT PAGES 22 AND 23 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID PLANTATION BAY PHASE 1B-F, UNIT 2 RUN N01°56'33"W, A DISTANCE OF 1630.41 FEET TO THE SOUTHERLY LINE OF PLANTATION BAY PHASE 1B-F, UNIT 1; THENCE ALONG THE WEST LINE OF SAID PLANTATION BAY PHASE 1B-F, UNIT 1 RUN N01°56'33"W, A DISTANCE OF 1040.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE DEPARTING SAID WEST LINE OF PLANTATION BAY PHASE 1B-F, UNIT 1 AND RUN S81°08'58"W A DISTANCE OF 386.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 475.03 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 37°48'07", A CHORD BEARING OF S62°14'57"W AND A CHORD DISTANCE OF 466.46 FEET TO A POINT; THENCE NON-RADIAL TO SAID CURVE RUN N46°39'07"W, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 140.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 10°19'40", A CHORD BEARING OF S38°11'03"W AND A CHORD DISTANCE OF 140.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S33°01'13"W, A DISTANCE OF 526.55 FEET; THENCE N56°58'47"W, A DISTANCE OF 772.95 FEET; THENCE N11°36'40"E, A DISTANCE OF 175.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY 115.46 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 524.00 FEET, A CENTRAL ANGLE OF 12°37'29" AND A CHORD BEARING OF N05°17'55"E AND A CHORD DISTANCE OF 115.23 FEET; THENCE NON-RADIAL TO SAID CURVE S88°59'11"W, A DISTANCE OF 194.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 54.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 09°27'22", A CHORD BEARING OF N05°44'30"W AND A CHORD DISTANCE OF 54.40 FEET TO A POINT; THENCE NON-RADIAL TO SAID CURVE RUN S79°31'49"W, A DISTANCE OF 137.73 FEET; THENCE S75°08'43"W, A DISTANCE OF 206.84 FEET; THENCE N89°53'41"W, A DISTANCE OF 221.56 FEET; THENCE N00°07'30"E, A DISTANCE OF 865.70 FEET; THENCE RUN N89°19'16"W, A DISTANCE OF 361.92 FEET; THENCE RUN N00°45'13"E, A DISTANCE OF 686.60 FEET; THENCE RUN N07°22'24"E, A DISTANCE OF 202.62 FEET TO A POINT ON THE SOUTH LINE OF A PARK SITE AS RECORDED IN OFFICIAL RECORDS BOOK 277, PAGE 855 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID PARK SITE RUN N89°20'38"E, A DISTANCE OF 98.17 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARK SITE N 01°48'15" W A DISTANCE OF 609.48 FEET TO THE WESTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN DEED BOOK 446 AT PAGE 128 AND OFFICIAL RECORDS BOOK 34 AT PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARK SITE AND WESTERLY LINE OF SAID EASEMENT N01°48'15"W A DISTANCE OF 413.17 FEET; THENCE DEPARTING SAID LINE AND RUN N88°11'45"E, A DISTANCE OF 236.00 FEET TO A POINT ON THE WESTERLY LINE OF PLANTATION BAY PHASE 1A, AS RECORDED IN MAP BOOK 27, PAGES 40 THROUGH 48 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID PLANTATION BAY, PHASE 1A THE FOLLOWING TWO COURSES: (1) S01°48'15"E, A DISTANCE OF 306.50 FEET; (2) S50°26'59"E, A DISTANCE OF 3340.24 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PLANTATION BAY, PHASE 1A AND SAID PLANTATION BAY, PHASE 1b-F, UNIT 1, S01°56'33E 249.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 105.50 ACRES MORE OR LESS.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

**SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY**

July 16th THIS SUPPLEMENTAL MASTER DECLARATION is made effective
_____, 2003 by INTERVEST AT PLANTATION BAY, a Florida general partnership
(the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924 at page 641 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. The real property described on Exhibit B attached hereto and made a part hereof is hereby designated as Common Area.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.
4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

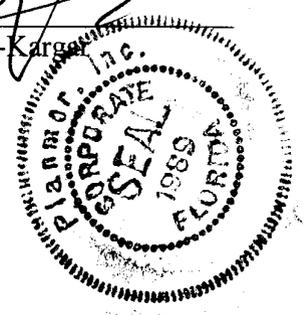
Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

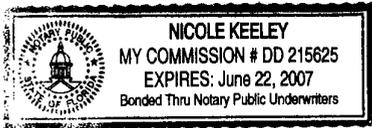
Richard D. Smith
Richard D. Smith
(Print Name)
Doreen Paoletti
Doreen Paoletti
(Print Name)

By: [Signature]
Morteza Hosseini-Kargar
President



STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 16th day of July, 2003, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



UNOFFICIAL DOCUMENT

[Signature]
(Print Name NICOLE KEELEY)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

The Property

Plantation Bay Section 2 A-F, Unit 2 according to the plat thereof as recorded in Map Book 34, Pages 17 through 20 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

EXHIBIT B

Parcels A2, B2, C2, D2, E2, F2, G2 and H2 of Plantation Bay Section 2 A-F, Unit 2 according to the plat thereof as recorded in Map Book 34, Pages 17 through 20 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

OFF REC 0959 PAGE 0774

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS**

THIS SUPPLEMENTAL DECLARATION is made effective July 16th, 2003 by
INTERVEST AT PLANTATION BAY, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots has been recorded in Official Records Book 924, at page 670 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

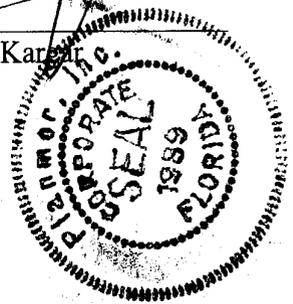
IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

By: *[Signature]*
Morteza Hosseini-Kargar
President



[Signature]
Richard S. Smith
(Print Name)
[Signature]
Doreen Paoletti
(Print Name)

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 16th day of July, 2003, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



UNOFFICIAL DOCUMENT

[Signature]
(Print Name NICOLE KEELEY)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

The Property

Plantation Bay Section 2 A-F, Unit 2 according to the plat thereof as recorded in Map Book 34, Pages 17 through 20 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY
(Plantation Bay Section 2A-F, Unit 3)

THIS SUPPLEMENTAL MASTER DECLARATION is made effective August 20th, 2004 by INTERVEST AT PLANTATION BAY, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924, at page 641 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. The real property described on Exhibit B attached hereto and made a part hereof is hereby designated as Common Area.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.
4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

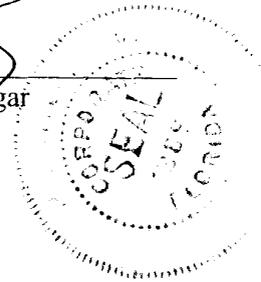
INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

Nicole Keeley
NICOLE KEELEY

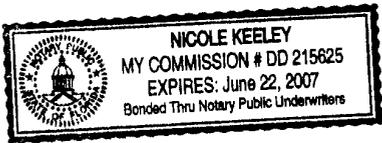
(Print Name)
Beth Miller
BETH MILLER
(Print Name)

By: [Signature]
Morteza Hosseini-Kargar
President



STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 20th day of August, 2004, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



Nicole Keeley
(Print Name) NICOLE KEELEY

NOTARY PUBLIC, State of Florida

Commission # _____

My Commission Expires: _____

Personally Known _____

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____

UNOFFICIAL

EXHIBIT A

The Property

Plantation Bay Section 2A-F, Unit 3 according to the plat thereof as recorded in Map Book 34, Pages 44 through 48 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

EXHIBIT B

Parcels C3, I3, J3, K3 and L3 of Plantation Bay Section 2A-F, Unit 3 according to the plat thereof as recorded in Map Book 34, Pages 44 through 48 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WESTLAKE TOWNHOMES

(Section 2A-F, Unit 3)

THIS DOCUMENT PREPARED BY:

**Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202**

**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTLAKE TOWNHOMES**

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 CDD
- Section 2.4 Common Area
- Section 2.5 Developer
- Section 2.6 Limited Common Area
- Section 2.7 Lot
- Section 2.8 Master Association
- Section 2.9 Master Covenants
- Section 2.10 Owner
- Section 2.11 Property or Subdivision
- Section 2.12 Unit
- Section 2.13 The Work

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS
AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- Section 4.1 Membership
- Section 4.2 Classification
- Section 4.3 Co-Ownership

ARTICLE V COMMON AREA RIGHTS

- Section 5.1 Conveyance of Common Area
- Section 5.2 Owners' Easement of Enjoyment
- Section 5.3 Right of the Developer to Designate Property as Common Area or to
Withdraw Property from the Common Area
- Section 5.4 Maintenance of Common Area and Compliance with Applicable Permits
- Section 5.5 Easement for Maintenance Purposes

ARTICLE VI PROPERTY RIGHTS AND USE RESTRICTIONS

- Section 6.1 Residential Use
- Section 6.2 No Detached Buildings
- Section 6.3 Nuisances
- Section 6.4 Antenna
- Section 6.5 Lakes
- Section 6.6 Insurance and Casualty Damages
- Section 6.7 Trees
- Section 6.8 Artificial Vegetation
- Section 6.9 Signs
- Section 6.10 Lighting
- Section 6.11 Animals
- Section 6.12 Maintenance of Driveways
- Section 6.13 Reciprocal Easements
- Section 6.14 Side and Rear Lot Line Easements
- Section 6.15 All Rights and Easements Appurtenant
- Section 6.16 Utility and Drainage Easements
- Section 6.17 Parking Restrictions
- Section 6.18 Unit and Lot Restrictions
- Section 6.19 Use of Lots
- Section 6.20 Leases
- Section 6.21 Front Yard Restrictions
- Section 6.22 Rear Yard Restrictions
- Section 6.23 Side Yard Restrictions
- Section 6.24 Rubbish
- Section 6.25 Master Covenants
- Section 6.26 Reservation of Right to Release Restrictions

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 7.1 Landscaping and Yard Maintenance
- Section 7.2 Services
- Section 7.3 Personal Property
- Section 7.4 Rules and Regulations
- Section 7.5 Implied Rights
- Section 7.6 Access by Association
- Section 7.7 Termite and Pest Protection

ARTICLE VIII COVENANTS FOR ASSESSMENTS

- Section 8.1 Assessments Established
- Section 8.2 Purpose of Assessments
- Section 8.3 Amount
- Section 8.4 Special Assessments for Capital Improvements
- Section 8.5 Specific Assessments

- Section 8.6 Commencement of Annual Assessment
- Section 8.7 Lien for Assessment
- Section 8.8 Remedies of the Association
- Section 8.9 Foreclosure
- Section 8.10 Homesteads
- Section 8.11 Subordination of Lien
- Section 8.12 Capitalization of Association
- Section 8.13 Developer's Assessments

ARTICLE IX OBLIGATIONS OF OWNERS

- Section 9.1 Exterior Unit Maintenance
- Section 9.2 Alterations
- Section 9.3 Insurance and Casualties

ARTICLE X ARCHITECTURAL CONTROL

- Section 10.1 Architectural Review and Approval
- Section 10.2 Review Procedures
- Section 10.3 Variance
- Section 10.4 Assignment
- Section 10.5 Limited Liability

ARTICLE XI PARTY WALLS

- Section 11.1 General Rules of Law to Apply
- Section 11.2 Sharing of Repair and Maintenance
- Section 11.3 Destruction by Fire or Other Casualty
- Section 11.4 Weatherproofing
- Section 11.5 Right to Contributions Runs with Land
- Section 11.6 Easement

ARTICLE XII UTILITY PROVISIONS

- Section 12.1 Water System
- Section 12.2 Sewage System
- Section 12.3 Solid Waste Recycling
- Section 12.4 Utility Services
- Section 12.5 Cable Television, Radio or Other Communication Lines

ARTICLE XIII GENERAL PROVISIONS

- Section 13.1 Remedies for Violations
- Section 13.2 Severability
- Section 13.3 Additional Restrictions
- Section 13.4 Titles

Section 13.5 Termination or Amendment
Section 13.6 Conflict or Ambiguity in Documents
Section 13.7 Usage
Section 13.8 Effective Date

Exhibit A – Property

Exhibit B – Common Area

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
WESTLAKE TOWNHOMES**

THIS DECLARATION is made this 20th day of August, 2004 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Westlake Townhomes Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **CDD**. The Community Development District for Westlake at Plantation Bay, as created pursuant to Chapter 190, Florida Statutes.

Section 2.4 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer or by the Association, and which the Developer has designated for the

common use of the Owners by reference thereto in this Section 2.4 or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.5 **Developer.** Intervest at Plantation Bay, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Intervest at Plantation Bay as the Developer of the Property is not intended and shall not be construed, to impose upon Intervest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Intervest at Plantation Bay and develop and resell the same.

Section 2.6 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.7 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.8 **Master Association.** Westlake at Plantation Bay Property Owners Association, Inc., a Florida not-for-profit corporation.

Section 2.9 **Master Covenants.** Master Declaration of Covenants and Restrictions for Westlake at Plantation Bay recorded in Official Records Book 924, at Page 641 of the public records of Flagler County, Florida.

Section 2.10 **Owner.** The record owner or owners of any Lot.

Section 2.11 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.12 **Unit.** A single family townhome dwelling located on a Lot as part of a multifamily building.

Section 2.13 **The Work.** The initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be

broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Plantation Bay; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Flagler County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Flagler County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.1 **Membership.** Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification.** The Association has two classes of voting membership:

(a) **Class A.** So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) **Class B.** The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2010; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

Section 4.3 **Co-Ownership.** If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including applicable zoning regulations;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

- (e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Flagler County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.4 hereof, or subsequently designated as such by the Developer pursuant to Section 2.4 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. The Association shall maintain those portions of the Common Area, if any, designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area or other portions of Property to be maintained by Association, in accordance with the

requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI **PROPERTY RIGHTS AND USE RESTRICTIONS**

Section 6.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 6.1. Such Lots may be used for model homes during the development and sale of Lots within the Property. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 6.2 **No Detached Buildings**. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 6.3 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 6.4 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time and applicable law.

Section 6.5 **Lakes**. Only the Developer, the Master Association and the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No boats shall be permitted to be operated on any lake, and no swimming shall be permitted therein. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association. Title to any lake parcel shall not include ownership of any riparian

rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 6.6 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. Each Owner shall be required to provide the Association with written proof of the existence of such insurance coverage upon request. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 6.7 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 6.8 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 6.9 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 6.10 **Lighting.** No exterior lighting shall be permitted which alters the residential character of the Subdivision, without the prior written approval of the Association.

Section 6.11 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Not more than two (2) domestic pets may be kept on any Lot, and no such

domestic pet may exceed twenty-five (25) pounds in weight. Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.12 **Maintenance of Driveways and Sidewalks.** Each Lot Owner shall be responsible for maintenance of the driveway and sidewalk serving his Lot.

Section 6.13 **Reciprocal Easements.** There are hereby granted reciprocal appurtenant easements between adjacent Lots for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, as provided in this Declaration for the benefit of those persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces and sidewalks (and the use thereof for permitted parking purposes and pedestrian access respectively), and for maintenance thereof and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; (v) common sewer lines providing sewage collection facilities to adjacent Lots and for maintenance and repair of shared sewage lines and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes of and such easements for encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television, radio cables or utility metering devices and appurtenances) servicing more than one Lot but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement upon a Lot is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

Section 6.14 **Side and Rear Lot Line Easements.** As the nature of townhouse development necessitates the entry onto adjacent Lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to each adjacent abutting Lot Owner, as to the side of each Lot and rear of interior Lots, and the Association an easement for ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of the Unit upon such adjacent Lot to the landscaping improvements upon the adjacent Lot.

Section 6.15 **All Rights and Easements Appurtenant.** The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

Section 6.16 **Utility and Drainage Easements.** The Developer reserves certain rights as provided herein for the benefit of itself and utility companies designated by Developer to service the Property, an easement over, upon and under the Property and the specific easement areas shown on the plat of the Property. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements, except to the extent such easements have been dedicated to governmental authorities or public utility companies. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, provided such use of the easements shall not unreasonably interfere with continued use and occupancy of any Unit by an Owner.

Section 6.17 **Parking Restrictions.** Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles, no vehicle, boat, camper, recreational vehicle, motor home or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded and provided that no parking in such streets shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

Section 6.18 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the Developer without the prior written approval of the Association.

Section 6.19 **Use of Lots.** Each Lot shall be improved and used for single family residential purposes only and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, (i) the letting, renting, or leasing of Lots does not constitute a trade of business prohibited by this Article; and (ii) home-based businesses shall be permitted, provided that such businesses do not generate traffic to and from the Lot in excess of the traffic that would normally be generated by the occupancy of such Lot by an Owner and such Owner's family.

Section 6.20 **Leases.** No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than six (6) months, nor shall any such dwelling or improvement be leased more than two (2) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

Section 6.21 **Front Yard Restrictions.** Within the area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard"), no fence, walls, storage areas, or structures of any type may be erected. The Developer will install mailbox facilities, sidewalks and driveways as part of the Work. No additional parking spaces shall be constructed nor any other area used as a parking space within a Front Yard.

Section 6.22 **Rear Yard Restrictions.** The area of each lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the Front Yard. Further, except fences, walls and structures constructed as part of the Work, no fence, walls, storage areas or structures of any type may be erected in any Rear Yard.

Section 6.23 **Side Yard Restrictions.** The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard") is subject in all respects to the same restrictions as the Rear Yard.

Section 6.24 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

Section 6.25 **Master Covenants.** The Property is subject to all terms and provisions of the Master Covenants. Among other things, the Master Covenants permit the Master Association to contract for bulk rate services, including without limitation, cable television, internet access, and telephone service. All expenses incurred by the Master Association in connection with any such contract shall constitute an expense which may be funded through the collection of assessments from the Owners by the Master Association pursuant to the Master Covenants. In the event of a conflict between the provisions of the Master Covenants and the provisions of this Declaration, the more restrictive provision shall control. In the event of any ambiguity between such provisions, the decision and interpretation of the Board of Directors of the Master Association shall be dispositive. In the event that the Association shall fail to enforce any provision of this Declaration, the Master Association shall have the right on not less than fifteen (15) days prior notice to the Association, to enforce such provision at the expense of the Association.

Section 6.26 **Reservation of Right to Release Restrictions.** In addition to the easement rights granted by this Declaration, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot boundary or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person, irrespective of

who owns the burdened Lot or easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon the granting of such a release to an Owner, copies of such grants shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of each of the affected Lots.

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1 **Building, Landscaping and Yard Maintenance.** The Association shall maintain, repair and replace all building surfaces on the exterior of each Unit, including without limitation, the roof, gutters, downspouts and exterior building surfaces, exclusive of glass surfaces, screening, doors, electric and plumbing equipment, air conditioning and heating units and any other equipment, structures, improvements, additions or attachments installed by an Owner on any Lot, all of which shall be maintained by such Owner in accordance with Section 9.1 hereof. The Association shall also provide routine landscaping maintenance for each Lot in a manner and with such frequency as is consistent with good property management, the cost of which shall be included in the Annual Assessments described in Article VIII hereof. Such maintenance shall include maintenance, care and replacement of trees, shrubs, grass, and other similar green areas, lying within each Lot, and maintenance and repair of the common irrigation system serving each Lot. Nothing contained herein shall require the Association to perform any maintenance, repair or restoration due to fire or other casualty to the Lot.

Section 7.2 **Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws or rules and regulations. The Association may contract with others to furnish trash collection, insurance coverage, building maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.3 **Personal Property.** The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

Section 7.4 **Rules and Regulations.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles and Bylaws as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the

effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.5 **Implied Rights.** The Association may exercise any other right, power, or privilege given to it expressly by this Declaration, the Articles or Bylaws and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

Section 7.6 **Access by Association.** The Association has a right of entry onto the exterior of each Lot located thereon to the extent reasonably necessary to discharge its rights of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents, or employees of any such contractor or manager.

Section 7.7 **Termite and Pest Protection.** The Association shall annually cause each Unit to be inspected by a certified pest control operator for termites and other wood destroying insects, and shall maintain a termite and wood destroying insect repair and treatment bond with respect to each Unit. Upon request, the Association shall provide each Owner with a copy of each annual inspection and evidence that the bond is in full force and effect. The cost of these services shall be included in the Annual Assessments described in Article VII hereof.

ARTICLE VIII **COVENANTS FOR ASSESSMENTS**

Section 8.1 **Assessments Established.** For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments, as defined in Section 8.2 of this Article;
- (b) Special assessments, as defined in Section 8.4 of this Article;
- (c) Specific assessments against any particular Lot that is established pursuant to any provisions of this Declaration; and
- (d) All excise or sales taxes, if any, that from time to time may be imposed upon all or any portion of the assessments authorized by this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for pretrial preparation, trial and appeal, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

Section 8.2 **Purpose of Assessments.** The annual assessments ("Annual Assessments") levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for all purposes reasonably contemplated by the provisions of this Declaration. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) to the extent Common Area is conveyed to the Association, the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof;

(b) to provide common landscaping maintenance, the termite bond and other services described in Article VII hereof; and

(c) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to law.

Section 8.3 **Amount.**

(a) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirteen Hundred Twenty and No/100 Dollars (\$1,320.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum Annual Assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than fifteen percent (15%) above the maximum Annual Assessment for the previous year unless otherwise approved by a unanimous vote of the Board of Directors.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least 30 days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

Section 8.4 **Special Assessments for Capital Improvements.** In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, maintenance, renewal, repair, or replacement of personal property or capital improvements within the Property; provided that such assessment is approved the Board of Directors.

Section 8.5 **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, the Articles or Bylaws, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot or arising by reason of any Owner's failure to properly maintain the exterior of his Unit, or failure to maintain adequate insurance as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

Section 8.6 **Commencement of Annual Assessment.** Annual Assessments shall commence as to all Lots within the Property on the first day of the month following the recording of the first deed of a Unit from the Developer to an Owner other than Developer. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance. Annual Assessments and all other assessments against a Lot shall be collected monthly, quarterly or annually as determined by the Board of Directors.

Section 8.7 **Lien for Assessment.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage held by an institutional lender ("First Mortgage") encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than thirty (30) days delinquent.

Section 8.8 **Remedies of the Association.** Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida. Further, the Association may impose a late fee of up to Twenty-Five and No/100 Dollars (\$25.00) for each delinquent assessment payment. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the

Common Area, or common services provided by the Association or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 8.9 **Foreclosure.** The liens for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including interest, late fees and reasonable attorneys' fees for pretrial preparation, trial and appeal. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner', but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner or such deficiency, in its sound judicial discretion.

Section 8.10 **Homesteads.** By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 8.11 **Subordination of Lien.** The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that becomes due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due, or from the Association's lien. The Association shall report to the holder of any First Mortgage encumbering a Lot, any assessments remaining unpaid for more than 30 days and shall give such holder thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgage holder has previously given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given.

Section 8.12 **Capitalization of Association.** Upon acquisition of record title to a Unit from Declarant, each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Developer (the "Capital Contributions"). This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the Development, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.

Section 8.13 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any assessments of any description levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE IX **OBLIGATIONS OF OWNERS**

Section 9.1 **Exterior Unit Maintenance and Alterations.** Each Owner shall, at such Owner's expense, maintain, repair and replace all glass surfaces and screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the work, subject to normal wear and tear that cannot be avoided by normal maintenance. If any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit required to be maintained by such Owner pursuant to this Section 9.1, following fifteen (15) days prior written notice from the Association to the Owner specifying the required maintenance or repair items, the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article VIII of this Declaration.

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Association.

Section 9.3 **Insurance and Casualties.** The following insurance requirements and provisions for casualties shall apply to each of the Units:

(a) Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the

issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

(b) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to a Unit shall be payable solely to the owner's mortgagee, if any, and the Owner except in the case of damage to more than one (1) contiguous unit(s) in which case the damage shall be adjusted with the carrier by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Units damaged and the Owner's mortgagee, if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable without an increase in cost, a waiver of the right of subrogation against any Lot Owner, members of the Lot Owners family, the Association, its officers, agents and employees, as well as a waiver of the pro rata clause and no other insurance clause.

(c) In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance payable to the Association as trustee for the Owners, the Board of Directors shall, with the concurrence of applicable holders of First Mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as existed immediately prior to the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, construction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of so repairing or rebuilding the affected buildings, the Board of Directors shall levy a special assessment for the deficiency amount against all Owners of the damaged Units in such proportions as the Board of Directors shall deem fair and equitable. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

(d) In the event of damage or destruction to a Unit by fire or other casualty, the proceeds of which are payable to a Unit Owner and applicable mortgagee, the damaged Unit shall be repaired or restored to its pre-existing condition as soon as reasonably practical. The affected Lot shall be promptly restored to a clean and orderly condition subsequent to any such damage or destruction.

ARTICLE X ARCHITECTURAL CONTROL

Section 10.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure,

sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 10.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article :

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Westlake at Plantation Bay. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article . The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article , any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans

and specifications approved in accordance with this Article X.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article X.

Section 10.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 10.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article .

Section 10.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

ARTICLE XI **PARTY WALLS**

Section 11.1 **General Rules of Law to Apply**. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 **Sharing of Repair and Maintenance**. The cost of reasonable repair, maintenance and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use. In the event that any Owners should fail to refuse or perform or pay for any maintenance, repairs, or

restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida:

(a) The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner, by certified or registered mail, postage prepaid, and deposited in the United States Mail.

(b) After expiration of the thirty (30) days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner, for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar, as practicable as that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under the provisions shall be superior to or effective against any bona fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

Section 11.3 **Destruction by Fire or Other Casualty**. If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 11.4 **Weatherproofing**. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 11.5 **Right to Contributions Runs with Land**. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 11.6 **Easement**. In the event that there shall be located within any party walls pipes, vents, outlets, or other structures serving one or more Lot or Units, the Owner of each Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure.

ARTICLE XII
UTILITY PROVISIONS

Section 12.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving such Owner's Unit which are located between the water meter and such Unit. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 12.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines serving such Owner's Unit which are located between the sewer clean-out structure and such Owner's Unit, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 12.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Flagler County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads may be constructed within the Property and shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 12.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 12.5 **Cable Television, Radio or Other Communication Lines**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 12.5, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 **Remedies for Violations.**

13.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.3 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.4 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Flagler County, Florida. For so long as there is a Class B Membership and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and V.A. the request shall be deemed approved

thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

Section 13.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 20th day of August 2004.

Signed, sealed and delivered in the presence of:

Beth Miller
BETH MILLER

Richard D. Smith
Richard D. Smith

(Print Name)

INTERVEST AT PLANTATION BAY, a Florida general partnership

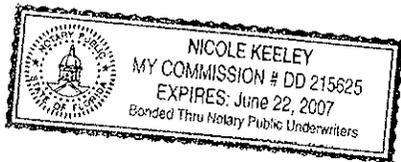
By: **PLANMOR, INC.**, a Florida corporation, as Managing General Partner

By: 13 10/18
Morteza Hosseini Kargar
President



STATE OF Florida)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 20th day of August, 2004, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of **INTERVEST AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership



Nicole Keeley
NICOLE KEELEY
(Print Name _____)
NOTARY PUBLIC, State of _____
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

EXHIBIT A

Legal Description of the Property

Lots 1 through 62, and Parcels A3, B3, D3, E3, F3, and H3 of Plantation Bay Section 2A-F, Unit 3, according to the plat thereof recorded in Map Book 34, Pages 44 through 48 of the public records of Flagler County, Florida.

EXHIBIT B

Common Area

Parcels A3, B3, D3, E3, F3, and H3 of Plantation Bay Section 2A-F, Unit 3, according to the plat thereof recorded in Map Book 34, Pages 44 through 48 of the public records of Flagler County, Florida.

CONSENT AND JOINDER OF MORTGAGEE

_____ ("Mortgagee") is the holder of that certain Real Estate Mortgage ("Mortgage") recorded in Official Records Book _____, at page _____ of the public records of Flagler County, Florida. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for Plantation Bay to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered in the presence of: _____,
a _____

By: _____
Its: _____

STATE OF FLORIDA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____ the _____ of _____, a _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

(Print Name _____)
NOTARY PUBLIC, State of Florida at Large.
Commission No. _____

My Commission Expires: _____

This Instrument Prepared By:
Record and Return to:
Douglas R. Ross
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

CORRECTIVE FLAGLER RECORDING AFFIDAVIT

The purpose of this Affidavit is to correct the Affidavit recorded in Official Records Book 4513, Page 663-686 of the Public Records of Volusia County, Florida, which failed to include recording of the documents referenced in the Affidavit, which are now made a part hereof.

BEFORE ME, the undersigned authority, appeared Morteza Hosseini-Kargar, who, after being duly sworn, deposes and says as follows:

1. Affiant is an officer of PlanMor, Inc., a Florida Corporation, which is the managing general partner of Intervest at Plantation Bay Partnership, a Florida General Partnership, and is also an officer of MHK of Volusia County, Inc., a Florida Corporation, which is the managing general partner of Prestwick at Plantation Bay, a Florida General Partnership. Intervest at Plantation Bay Partnership and Prestwick at Plantation Bay have each been designated Successor Declarants of portions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay pursuant to the Declaration of Covenants, Conditions and Restrictions of Plantation Bay ("Declaration") recorded in Official Records Book 277, Page 805 of the Public Records of Flagler County, Florida, as amended from time to time.

2. Affiant, in recognition of the fact that the real property included within the geographic area affected by such Declaration is located in Volusia and Flagler counties, is seeking to ensure that all documents having an effect on the Declaration are recorded in each county.

3. Affiant has caused those documents which have been recorded in either Volusia or Flagler County to be examined and has determined that it is desirable that certain documents need to be recorded in Flagler County in order to facilitate understanding of Declaration, as amended.

4. Affiant is, therefore, causing the following documents to be recorded in the Public Records of Flagler County, Florida:

(a) Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1987 and recorded in Official Records Book 3078, Page 509 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 666 of the Public Records of Volusia County, Florida.

(b) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated June 4, 1991 and recorded in Official Records Book 3648, Page 123 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 669 of the Public Records of Volusia County, Florida.

(c) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 24, 1994 and recorded in Official Records Book 3960, Page 154 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 672 of the Public Records of Volusia County, Florida.

(d) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 17, 1996 and recorded in Official Records Book 4103, Page 733 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 675 of the Public Records of Volusia County, Florida.

(e) Designation of Successor Declarant Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated April 15, 1996 and

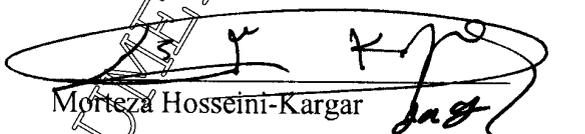
recorded in Official Records Book 4101, Page 3080 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 678 of the Public Records of Volusia County, Florida.

(f) Designation of Successor Declarant and Assignment of Declarant's Rights, Privileges and Powers Under Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 20, 1998 and recorded in Official Records Book 4341, Page 4653 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 681 of the Public Records of Volusia County, Florida.

(g) Annexation Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay dated August 20, 1998 and recorded in Official Records Book 4341, Page 4656 of the Public Records of Volusia County, Florida, and recorded in Official Records Book 4513, Page 684 of the Public Records of Volusia County, Florida.

5. Further affiant sayeth naught.

DOCUMENT


Morteza Hosseini-Kargar

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 19th day of May, 2005, by Morteza Hosseini-Kargar, who is personally known to me.

NOTARY PUBLIC:

Sign: 
State of Florida at Large

(Seal)



UNOFFICIAL

BOOK: 4913
Page: 666

SEASIDE TITLE/FLSV

TEL NO.

304 255 4002 (10 lines)
13V-2nd 1...

30780509

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

SEASIDE TITLE COMPANY
100 S. HALIFAX AVE.
DAYTONA BEACH, FL 32018

ANNEXATION OF ADDITIONAL PROPERTY
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY

WHEREAS, Ecocen Corp., a Florida corporation (the "Declarant" is the owner of the real property described in Exhibit "A" attach hereto (the "Annexed Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Plantation Bay (the "Declaration") was recorded Official Records Book 277 Page 805 Public Records of Flagler County, Florida and in Official Records Book 3005 Page 0074 Public Records Volusia County, Florida; and

WHEREAS Declarant desires to provide a flexible and reasonable procedure for the overall development of the Annexed Property and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Annexed Property as is now or may hereafter be subject to the Declaration; and

WHEREAS, Section 9.01 of the Declaration provides that the Declarant shall have the unilateral right to impose the Declaration upon the Annexed Property by filing in the Public Records of Volusia and Flagler County an instrument annexing such properties; and

WHEREAS, Declarant intends by this instrument to impose the Declaration upon the Annexed Property for the benefit of all owners of the Annexed Property and all property subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the described in Exhibit "A" shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Plantation Bay.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 24 day of August, 1988.

165998
ATTEST: [Signature]
DAVID G. SHACK, Secretary

FILED FOR RECORD
BOOK 277
PAGE 805
AUG 24 1988
CLERK OF COUNTY COURT
FLAGLER COUNTY, FLORIDA

ECOCEN CORP., a Florida corporation
By: [Signature]
Francis Lazare, President

[CORPORATE SEAL]

SEASIDE TITLE/FLSV

TEL No.

904 253 4032 Apr 06, 89 9:14 P.03

30780510

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

Page: 667

STATE OF FLORIDA
COUNTY OF *Flagler*

The foregoing instrument was acknowledged before me this 24
day of August, 1987 by Francois Lazare and David Galshack
President and Secretary, respectively, of Ecocen Corp., a Florida
corporation.

UNOFFICIAL DOCUMENT

Paul A. Glock
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

UNOFFICIAL

VERSIDE TITLE/FLSV

TEL No.

904 253 4032 Apr 06, 89 9:14 P.04

Lago Grande
DESCRIPTION

30780511

BOOK: 4013
PAGE: 668

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 WEST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHWEST CORNER OF PLANTATION BAY, PHASE I-A, RECORDED IN MAP BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLA CLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, BEING THE BEARING BASIS OF THIS DESCRIPTION ALONG THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, AND THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 124.55 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 68 DEGREES 05 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 336.44 FEET AND A CENTRAL ANGLE OF 35 DEGREES 59 MINUTES 20 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 219.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 244.59 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 00 SECONDS EAST A DISTANCE OF 794.46 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 08 SECONDS WEST, A DISTANCE OF 173.97 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 348.99 FEET; THENCE SOUTH 18 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 192.57 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST, A DISTANCE OF 310.14 FEET; THENCE NORTH 57 DEGREES 47 MINUTES 53 SECONDS WEST, A DISTANCE OF 255.20 FEET; THENCE NORTH 32 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 59 DEGREES 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 03 SECONDS WEST, A DISTANCE OF 34.05 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 21.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1200.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 53 MINUTES 12 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 690.02 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 991.39 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 370.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 35 MINUTES 27 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.46 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 276.44 FEET AND A CENTRAL ANGLE OF 05 DEGREES 43 MINUTES 49 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.65 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 02 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.36 FEET TO THE POINT REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 101.20 FEET AND A CENTRAL ANGLE OF 36 DEGREES 03 MINUTES 50 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 27.76 FEET AND A CENTRAL ANGLE OF 57 DEGREES 22 MINUTES 33 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.00 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE 22.01 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 84.86 FEET TO THE POINT OF BEGINNING,

CONTAINING 23.35 ACRES.

EXHIBIT A

FILED FOR RECORD
RECORD VERIFIED

CLERK CIRCUIT COURT
VOLUSIA CO., FL

075293

1991 JUN 19 AM 10:49

ANNEXATION AMENDMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA

THIS INSTRUMENT executed this 4 day of JUNE, 1991, is executed by ECOGEN CORP., a Florida corporation, ("Declarant") and is delivered for filing to the Clerk of the Circuit Court of Volusia County, Florida.

BACKGROUND OF INSTRUMENT

1. The status of Declarant is set forth in the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, (the "Declaration") which Declaration is recorded in Official Records Book 3005 at Page 74 of the Public Records of Volusia County, Florida, as the same has been subsequently amended.

2. Pursuant to the terms of the Declaration, (viz. Section 8.1), the Declarant holds authority to annex additional real property to be subject to the terms of the Declaration.

3. The purpose of this instrument is to annex within the terms of the Declaration the real property described on Composite Exhibit "A" attached hereto.

DECLARATION OF ANNEXATION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, and in accordance with the authority described in the Background of this instrument, Declarant hereby states as follows:

4. Declarant hereby includes the real property described in Composite Exhibit "A" attached to this instrument to be subject to all of the terms and conditions of the Declaration as if the real property were originally set forth therein; and declares that the real property shall be held, sold, transferred, conveyed, subject to all of the terms, conditions, obligations, covenants, rights, privileges and immunities of the Declaration and that the same shall constitute covenants running with the land.

5. Except as set forth above, Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the corporation as set its hand and seal on the day and year first above written.

WITNESSES:

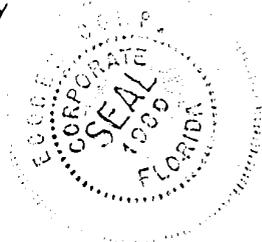
[Signature]
[Signature]
(as to Irwin)
[Signature]
[Signature]
(as to Galshack)

ECOCEN CORP., a Florida corporation

By: [Signature]
Stephen Irwin, Vice-President

Attest: [Signature]
David Galshack, Secretary

(Corporate Seal)



5.00
PAGE 0123
BOOK 3648
VOLUSIA CO., FL

BOOK: 4513
PAGE: 669

BOOK PAGE
3648 0125
VOLUSIA CO., FL

BOOK: 4513
PAGE: 670

UNIT 2

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF LOT 24, PLANTATION BAY, SECTION 18-V, UNIT 1, RECORDED IN PLAT BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 18 DEGREES 28 MINUTES 31 SECONDS EAST, ON A SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID LOT 24, THE BEARING BASE OF THIS DESCRIPTION, A DISTANCE OF 484.83 FEET; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 734.48 FEET; THENCE NORTH 38 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 414.93 FEET; THENCE NORTH 76 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 29.67 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 53 SECONDS WEST, A DISTANCE OF 717.11 FEET; TO THE BOUNDARY OF SAID PLANTATION BAY, SECTION 18-V, UNIT 1; THENCE ALONG SAID BOUNDARY, RUN NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 94.03 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 371.03 FEET; THENCE SOUTH 32 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 102.09 FEET; THENCE SOUTH 57 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 255.20 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 310.14 FEET; TO THE POINT OF BEGINNING.

CONTAINING 14.83 ACRES.

UNIT 3

DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 36, PLANTATION BAY, SECTION 18-V, UNIT 1, AS RECORDED IN MAP BOOK 42, PAGES 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION BAY DRIVE, SAID RIGHT OF WAY HAVING A REFERENCE BEARING OF NORTH 30 DEGREES 29 MINUTES 55 SECONDS WEST; THENCE RUN SOUTH 30 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 717.11 FEET; THENCE SOUTH 76 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.67 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 42 SECONDS WEST, A DISTANCE OF 632.02 FEET TO A POINT ON THE WEST LINE OF SECTION 11 AFORESAID; THENCE ALONG SAID WEST LINE RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 373.31 FEET; THENCE DEPARTING SAID LINE NORTH 41 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 297.30 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 111.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.30 ACRES



075293

BOOK PAGE
3648 0124
VOLUSIA CO., FL

Book: 4513
Page: 671

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary Public, personally appeared, STEPHEN IRWIN, as Vice-President of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 4th day of June, 1991.

LARRY JANICHEL
Notary Public, State of New York
No. 31-481288
Qualified in New York County
Commission Expires June 30, 1992

Larry Janichell
NOTARY PUBLIC, State of New York
My Commission Expires:

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared, DAVID GALSHACK, as Secretary of ECOGEN CORP., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 10th day of June, 1991.

David Galshack
NOTARY PUBLIC, State of New York
My Commission Expires:

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UNO.
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16, 1995
BONDED THRU GENERAL INS. UNO.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
Post Office Box 5488
Daytona Beach, Florida 32118

UNOFFICIAL INSTRUMENT

1000 Plantation Bay Dr.
Daytona Beach, Fla. 32119

10/26/1994 15:57
Instrument # 94161320
Book: 3960
Page: 154

JEC

This instrument Prepared By:
Jay D. Bond, Jr., Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491



BOOK: 4513
PAGE: 672

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Phase 1C-V)

This instrument executed this 24 day of August, 1994, is executed by Intervest at Plantation Bay, a Florida partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Intervest at Plantation Bay has, by instrument recorded in Official Records Book 3723, Page 1651, been designated as Successor Declarant by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida (the "Declaration"), as recorded in Official Records Book 3095, Page 74; and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of the Plantation Bay Community Association, Inc., the property described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Intervest at Plantation Bay hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold, transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities for the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Intervest at Plantation Bay has caused these presents to be executed under seal by its managing partner.

Witnesses:

Anne Marie Pierce
Anne Marie Pierce
(Name printed or typed)

Ellen S. Kushner
Ellen S. Kushner
(Name printed or typed)

As to Morteza Hosseini-Kargar

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., managing partner

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar,
President

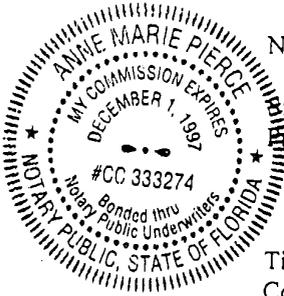
Address: 100 Plantation Bay Drive
Ormond Beach, FL 32174

NOV 11 1994

Book: 3960
Page: 155

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25th day of August, 1994, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., managing partner of Intervest at Plantation Bay, a Florida general partnership. He is personally known to me or has produced personally known as identification and has not taken an oath.



NOTARY PUBLIC:

Signature: Anne Marie Pierce
Print: Anne Marie Pierce

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____
Commission Number: CC333274

UNOFFICIAL DOCUMENT

Book: 4513
Page: 673

Book: 3960
Page: 156
Diane M. Matousek
Volusia County, Clerk of Court

Book: 4513
Page: 674

EXHIBIT A

A PORTION OF SECTIONS 11 & 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF TRACT OS-23, PLANTATION BAY, SECTION 1B-V, UNIT 2, AS RECORDED IN MAP BOOK 43, PAGES 183-184, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN ALONG THE SOUTHEASTERLY LINE OF SAID PLANTATION BAY SECTION 1B-V, UNIT 2, NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO THE POINT OF BEGINNING AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 152.03 FEET, A CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET AND A CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 629.35 FEET; THENCE SOUTH 49 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 122.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 790.57 FEET, A CENTRAL ANGLE OF 11 DEGREES 47 MINUTES 29 SECONDS, AND A CHORD BEARING OF SOUTH 55 DEGREES 48 MINUTES 41.5 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.70 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 09 MINUTES 30 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 330.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 11, A DISTANCE OF 304.60 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 841.20 FEET; THENCE, DEPARTING THE SOUTH LINE OF SECTION 11, NORTH 40 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 1248.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT OF WAY, THENCE ALONG SAID LINE NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 646.36 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 760.87 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 107.24 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 35 MINUTES 11 SECONDS AND A CHORD BEARING OF NORTH 46 DEGREES 44 MINUTES 19.9 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.89 FEET; THENCE NORTH 58 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.94 TO SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1B-V, UNIT 2; THENCE SOUTH 40 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.75 ACRES MORE OR LESS.

UNRECORDED

NOV 01 1994

161320

Instrument # 96079681
Book: 4103
Page: 733

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Page: 675

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section IC-V, Unit 2)

This instrument executed this 17 day of April, 1996, is executed by PlanMor, Inc., a Florida corporation ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, PlanMor, Inc. has, by instruments recorded in Official Records Book 3826, Page 2328, and on even date herewith, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, PlanMor, Inc. hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, PlanMor, Inc. has caused these presents to be executed under seal by its managing partner.

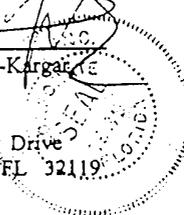
Witnesses:

PLANMOR, INC., a Florida corporation

Nancy Bocuzzi
NANCY BOCCUZZI
(Name Printed or Typed)
Teresa S. Swannhill
Teresa S. Swannhill
(Name Printed or Typed)

By: [Signature]
Morteza Hosseini-Kargar
President

Address: 1150 Pelican Bay Drive
Daytona Beach, FL 32119



BOOK: 4513
PAGE: 676

BOOK: 4103
PAGE: 734

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of April, 1996, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:

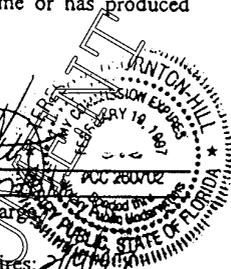
Sign: [Signature]
Print: Teresa J. Thamm

State of Florida At Large
(Seal)

My Commission Expires: 7/17/98

Title/Rank: _____

Commission Number: 11260722



UNOFFICIAL DOCUMENT

BEST AVAILABLE COPY

BOOK: 4103
Page: 735
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

LEGAL DESCRIPTION

BOOK: 4513
Page: 677

PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 11, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 58°31'55" E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 11, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 30 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100 FEET, A CENTRAL ANGLE OF 23°35'11", AND A CHORD BEARING S 46°44'19" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.89 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 11, UNIT 1 AND SAID PLANTATION BAY DRIVE, N 82°05'02" E, A DISTANCE OF 07.24 FEET; THENCE N 40°49'14" E, A DISTANCE OF 760.87 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.9, SECTION 79002-2402; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95, S 20°43'11" E, A DISTANCE OF 963.59 FEET; THENCE DEPARTING SAID WESTERLY LINE OF INTERSTATE 95, S 02°47' W, A DISTANCE OF 649.04 FEET; THENCE N 73°51'18" W, A DISTANCE OF 409.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 104°44" AND A CHORD BEARING OF N 82°52'10" W; THENCE NORTHERLY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.27 FEET; THENCE S 88°06'58" W, A DISTANCE OF 196.69 FEET; THENCE N 30°16'42" W, A DISTANCE OF 134.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 118°20" AND A CHORD BEARING OF N 117°58" E; THENCE NORTHERLY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.20 FEET TO A POINT ON THE EASTERLY LINE OF THE AFOREMENTIONED PLANTATION BAY, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 62°57'44" AND A CHORD BEARING OF N 21°11'46" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 554.94 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PLANTATION BAY DRIVE, N 10°17'06" W, A DISTANCE OF 132.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 108°38" AND A CHORD BEARING OF N 22°36'55" W; THENCE ALONG THE WESTERLY LINE OF SAID CURVE, A DISTANCE OF 217.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 29.55 ACRES MORE OR LESS.

BOOK: 4513
PAGE: 678

05/03/1996 08:11
Instrument # 96076425
Book: 4101
Page: 3080

This instrument Prepared By:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

**DESIGNATION OF SUCCESSOR DECLARANT UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTATION BAY**

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof has been transferred to PlanMor, Inc., a Florida corporation ("PlanMor"), and

WHEREAS, PlanMor intends to subdivide and develop the Exhibit A Property described on Exhibit A, and

WHEREAS, IPB and PlanMor agree that PlanMor should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all property conveyed to IPB by Ecocen Corp. except for the Exhibit A Property and that property to which PlanMor, Inc. has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned PlanMor declares and states as follows:

1. As to the Exhibit A Property, IPB relinquishes its status as Declarant under the Declaration and designates PlanMor as the Successor Declarant, vesting PlanMor, as to said Exhibit A Property, with all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

2. The undersigned, PlanMor hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is April 15, 1996.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

RECEIVED

MAY - 9 1996

ICI
INTERVEST CONSTRUCTION, INC.

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner

By: 
Morteza Hosseini-Kargar, President

(Corporate Seal)

Book: 4101
Page: 3081

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of April, 1996,
by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Interest at
Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to
me or has produced personally known as identification and has not taken an oath.

NOTARY PUBLIC:

Sign:

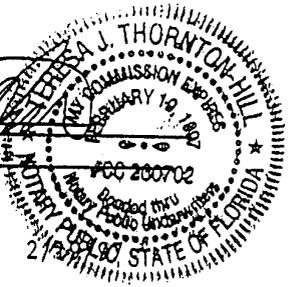
Print: Teresa J. Thornton-Hill

State of Florida At Large
(Seal)

My Commission Expires: 2/28/98

Title/Rank: _____

Commission Number: CC260702



UNOFFICIAL DOCUMENT

Book: 4513
Page: 679

EXHIBIT "A"
LEGAL DESCRIPTION

Book: 4513
Page: 680

A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLYMOST CORNER OF PLANTATION BAY, SECTION 1C-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 AND 195 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY, RUN S58°31'55"E, ALONG THE EASTERLY LINE OF SAID PLANTATION BAY, SECTION 1C-V, UNIT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT PRIVATE STREET), A DISTANCE OF 22.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, AND A CENTRAL ANGLE OF 48°14'49"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID PLAT LINE AND SAID RIGHT-OF-WAY LINE A DISTANCE OF 425.24 FEET; THENCE, CONTINUING ALONG SAID LINE, S10°17'06"E A DISTANCE OF 132.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 62°57'44"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID LINE A DISTANCE OF 554.94 FEET TO THE POINT OF CUSP OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°57'20" AND A CHORD BEARING OF S11°11'58"W; THENCE, DEPARTING SAID EASTERLY LINE OF PLANTATION BAY, SECTION 1C-V, UNIT 1 AND SAID EASTERLY LINE OF PLANTATION BAY DRIVE, SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.20 FEET; THENCE S30°16'42"E A DISTANCE OF 134.53 FEET; THENCE N88°06'58"E A DISTANCE OF 49.08 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, RUN N40°11'55"E A DISTANCE OF 1248.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE ROAD NO. 9 SECTION 79002-2402; THENCE SOUTHERLY ALONG SAID LINE S20°43'11"E A DISTANCE OF 1317.25 FEET; THENCE, DEPARTING SAID LINE, N76°02'47"W A DISTANCE OF 649.04 FEET; THENCE N73°51'18"W A DISTANCE OF 409.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°01'44"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.27 FEET; THENCE S88°06'58"W A DISTANCE OF 147.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.904 ACRES OF LAND, MORE OR LESS.

UNOFFICIAL COPY

RECEIVED

MAY - 9 1996

ICI
INTERVEST CONSTRUCTION, INC

076425

Book: 4513
Page: 681

Instrument # 98162292
Book: 4341
Page: 4653

This Instrument Prepared by:
Leonard Marinaccio III, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

**DESIGNATION OF SUCCESSOR DECLARANT AND ASSIGNMENT OF
DECLARANT'S RIGHTS, PRIVILEGES AND POWERS UNDER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BAY**
(Section 1D-V, Unit 1)

WHEREAS, Intervest at Plantation Bay, a Florida partnership ("IPB"), is, pursuant to that Designation recorded at Official Records Book 3723, Page 1651, Public Records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, Page 74, Public Records of Volusia County, Florida, ("Declaration"), as the said Declaration has been subsequently amended, and

WHEREAS, record title to the real property described on Exhibit A (the "Exhibit A Property") attached hereto and made a part hereof is vested in Prestwick at Plantation Bay, a Florida general partnership ("Prestwick"), and

WHEREAS, Prestwick intends to subdivide and develop the Exhibit A Property, and

WHEREAS, IPB and Prestwick agree that Prestwick, an affiliate of IPB, should be designated the Successor Declarant under the Declaration as to the Exhibit A Property, with IPB remaining the Successor Declarant as to the "Remaining Property", which shall be defined as all of the "Properties" as such term is defined in the Declaration except for the Exhibit A Property and that property to which PlanMor, Inc., a Florida corporation has heretofore been designated Successor Declarant, and

WHEREAS, IPB shall retain and reserve as to the Remaining Property all rights, privileges, powers and responsibilities of the Declarant under the terms of the Declaration.

NOW, THEREFORE, the undersigned declares and states as follows:

1. As to the Exhibit A Property, IPB designates Prestwick as the Successor Declarant, and assigns to Prestwick, as to said Exhibit A Property, all rights, privileges and powers of the Declarant as described in the Declaration and all responsibilities accruing after the effective date.

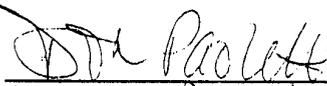
2. Prestwick hereby accepts as to the Exhibit A Property, the status as Declarant under the Declaration as of the effective date and agrees as to said Exhibit A Property to perform as Declarant under the terms of the Declaration from and after the effective date.

3. The effective date of this designation is August 20, 1998.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.



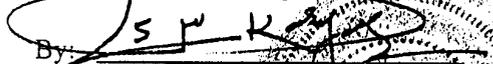
Douglas R. Ross, Jr.



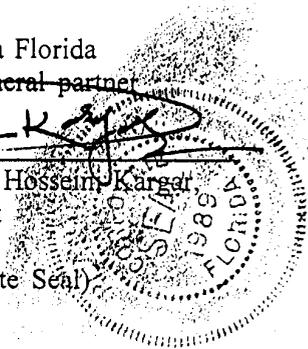
Doreen Paolotti

INTERVEST AT PLANTATION BAY,
a Florida partnership

By: PlanMor, Inc., a Florida
corporation, general partner


By: _____
Morteza Hosseini Kargat
President

(Corporate Seal)



Book: 4513
Page: 682

[Signature]

PRESTWICK AT PLANTATION BAY, a
Florida general partnership

[Signature]

By: MHK of Volusia County, Inc., a
Florida corporation, general partner

[Signature]

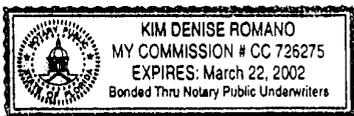
Morteza Hosseini-Kargar,
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of PlanMor, Inc., a general partner of Intervest at Plantation Bay, a Florida partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

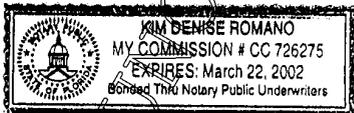
My Commission Expires: _____

Title/Rank: _____
Commission Number: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a general partner of Intervest at Plantation Bay, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: [Signature]
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____
Commission Number: _____

Book: 4513
Page: 683

EXHIBIT "A"

Book: 4341
Page: 4655
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 184 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 30.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

Instrument # 98162293
Book: 4341
Page: 4656

Book: 4513
Page: 684

This instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Teresa Thornton-Hill
Prestwick at Plantation Bay
2359 Beville Road
Daytona Beach, Florida 32119

ANNEXATION AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PLANTATION BAY
VOLUSIA COUNTY, FLORIDA
(Section ID-V, Unit 1)

This instrument executed this 20 day of August, 1998, is executed by Prestwick at Plantation Bay, a Florida general partnership ("Successor Declarant"), to be recorded in the Public Records of Volusia County, Florida. All references to recording data herein are to the Public Records of Volusia County, Florida.

WHEREAS, Prestwick at Plantation Bay has, by instrument recorded on even date herewith in the public records of Volusia County, Florida, been designated as Successor Declarant as to the Property described on Exhibit "A" attached hereto and made a part hereof, by Intervest at Plantation Bay, a Florida partnership, which had been designated successor declarant to said property under that instrument recorded in Official Records Book 3723, Page 1651, by Ecocen Corp., the original declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay, Volusia County, Florida, recorded in Official Records Book 3005, Page 74, as amended from time to time (the "Declaration"); and

WHEREAS, Successor Declarant has authority under Section 8.01 of the Declaration to annex additional real property to be subject to the terms of the Declaration; and

WHEREAS, Declarant desires and intends to annex subject to the provisions of the Declaration, as amended, and to the jurisdiction of Plantation Bay Community Association, Inc., the property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Successor Declarant hereby annexes the real property described on Exhibit A attached hereto and declares the same subject to the jurisdiction of the Plantation Bay Community Association, Inc., and to all of the terms and conditions of the Declaration, as amended, as if said real property were originally set forth therein; and said real property shall be held, sold transferred and conveyed subject to all of the terms, conditions, obligations, covenants, rights, privileges, and immunities of the Declaration, and the covenants of the same shall constitute covenants running with the land.

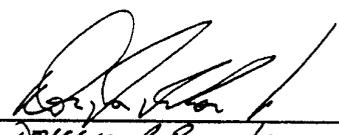
Except as set forth above, Successor Declarant hereby ratifies and confirms all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Prestwick at Plantation Bay has caused these presents to be executed under seal by its duly authorized general partner.

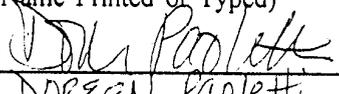
Witnesses:

PRESTWICK AT PLANTATION
BAY, a Florida general partnership

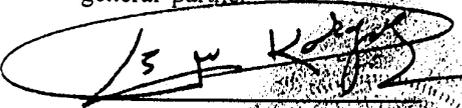
By: MHK of Volusia County, Inc.,
a Florida corporation, as
general partner



DOUGLAS R. ROSS JR.
(Name Printed or Typed)



DOREEN PAOLETTI
(Name Printed or Typed)



Morteza Hosseini-Kargar,
President

(Corporate Seal)

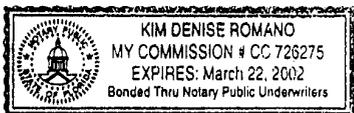


BOOK: 4513
Page: 685

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, as general partner of Prestwick at Plantation Bay, a Florida general partnership on behalf of the partnership. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Sign: Kim Denise Romano
Print: _____

State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

UNOFFICIAL DOCUMENT

Book: 4513
Page: 686
Diane M. Matousek
Volusia County, Clerk of Court

DAVID L. A.

Book: 4341
Page: 4658
Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING IN VOLUSIA COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IC-F, UNIT 1, AS RECORDED IN MAP BOOK 30, PAGES 20 & 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALONG THE EASTERLY BOUNDARY OF PLANTATION BAY, PHASE IB-F, UNIT 2, AS RECORDED IN MAP BOOK 30, PAGES 22 & 23, SAID PUBLIC RECORDS, N02°00'30"W, 73.53 FEET TO THE SOUTHERLY BOUNDARY LINE OF PLANTATION BAY, SECTION IC-V, UNIT 1, AS RECORDED IN MAP BOOK 44, PAGES 194 & 195, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, S89°55'20"E, 729.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 11°59'54"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY BOUNDARY, 105.75 FEET; THENCE DEPART SAID SOUTHERLY BOUNDARY, S02°35'41"E, 371.34 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 24°24'19"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 230.02 FEET; THENCE S27°00'00"E, 908.69 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET AND A CENTRAL ANGLE OF 43°42'59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 618.02 FEET; THENCE S16°42'59"W, 315.95 FEET; THENCE S73°17'01"E, 15.00 FEET; THENCE S16°42'59"W, 80.00 FEET; THENCE N73°17'01"W, 51.00 FEET; THENCE S16°42'59"W, 180.00 FEET; THENCE S73°17'01"E, 36.00 FEET; THENCE S16°42'59"W, 375.00 FEET; THENCE N73°17'01"W, 180.00 FEET; THENCE S16°42'59"W, 730.00 FEET; THENCE S73°17'01"E, 180.00 FEET; THENCE S16°42'59"W, 349.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 28°17'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 266.61 FEET; THENCE S78°25'40"W, 180.00 FEET; THENCE S55°20'20"W, 64.77 FEET; THENCE S76°33'42"W, 180.00 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°33'42" AND A CHORD BEARING OF S23°13'09"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 327.76 FEET; THENCE S33°00'00"E, 719.14 FEET; THENCE N84°45'27"W, 231.08 FEET; THENCE N61°29'44"W, 818.91 FEET TO THE WEST LINE OF SAID SECTION 14, BEING THE EAST LINE OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGES 51-52, FLAGLER COUNTY, FLORIDA; THENCE N02°02'51"W, 3170.58 FEET TO THE SOUTHEAST CORNER OF THE PLANTATION BAY PHASE IC-F, UNIT 1 AS RECORDED IN MAP BOOK 30, PAGES 20-21, FLAGLER COUNTY, FLORIDA; THENCE CONTINUE N02°02'51"W ALONG THE WEST LINE OF SAID SECTION 14 AND THE EAST-LINE OF SAID PLANTATION BAY PHASE IC-F, UNIT 1, A DISTANCE OF 893.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 98.45 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN RECORDED IN MAP BOOK 46, PAGES 185 THRU 191 PUBLIC RECORDS OF VOLUSIA COUNTY.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY
(Plantation Bay Section 2A-F, Unit 4)

THIS SUPPLEMENTAL MASTER DECLARATION is made effective
June 8th, 2005 by INTERVEST AT PLANTATION BAY, a Florida general partnership
(the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924, at page 641 of the public records of Flagler County, Florida, (together, the "Declaration"), and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.

2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. The real property described on Exhibit B attached hereto and made a part hereof is hereby designated as Common Area.

3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.

4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

Nicole Keeley
NICOLE KEELEY

(Print Name)

Tiffany M. Pryor

(Print Name)

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 08th day of June, 2005, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



Nicole Keeley
(Print Name NICOLE KEELEY)

NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

UNOFFICIAL DOCUMENT

EXHIBIT A

The Property

Plantation Bay Section 2 A-F, Unit 4 according to the plat thereof as recorded in Map Book 35, Pages 05 through 09 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

EXHIBIT B

Parcels A-4, B-4, D-4, E-4, F-4, G-4, 2AF4-1, 2AF4-4 and 2AF4-5 of Plantation Bay Section 2 A-F, Unit 4 according to the plat thereof as recorded in Map Book 35, Pages 05 through 09 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS
(Plantation Bay Section 2A-F, Unit 4)

THIS SUPPLEMENTAL DECLARATION is made effective June 8th, 2005 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots has been recorded in Official Records Book 924, at page 670 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms as defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

By: [Signature]
Morteza Hosseini-Kargar
President

[Signature]
NICOLE KEELEY

(Print Name)
[Signature]
TIFFANY M. DROR
(Print Name)

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 08th day of June, 2005, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



UNOFFICIAL DOCUMENT

[Signature]
(Print Name NICOLE KEELEY)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

The Property

Plantation Bay Section 2 A-F, Unit 4 according to the plat thereof as recorded in Map Book 35, Pages 05 through 09 of the public records of Flagler County, Florida.

UNOFFICIAL DOCUMENT

12/27/2005 08:50 AM
Instrument# 2005-356039 # 1
Book : 5732
Page : 2920

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION BAY
(Unplatted 16.23 Acre Parcel)**

This Partial Assignment of Declarant's rights under Declaration of Covenants, Conditions and Restrictions for Plantation Bay is made effective December 22nd, 2005 by and between **INTERVEST AT PLANTATION BAY**, a Florida general partnership ("IPB"), and **PLANTATION BAY COUNTRY CLUB, LLC**, a Florida limited liability company ("PBCC").

RECITALS:

A. ~~IPB~~ ^{IPB} is, pursuant to that Designation recorded in Official Records Book 3743, at page 1651, of the public records of Volusia County, Florida, the Successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Plantation Bay originally recorded in Official Records Book 3005, at page 74, of the public records of Volusia County, Florida, as the same has been amended from time to time (together the "Declaration").

B. PBCC is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Exhibit A Property").

C. IPB and PBCC have agreed that PBCC should be assigned certain rights of IPB as Successor Declarant under the Declaration, all as more particularly described hereafter.

NOW THEREFORE, in consideration of the the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IPB, PBCC and PBCC hereby agree as follows:

1. The parties agree and confirm that the above-stated recitals are true and correct.

2. IPB hereby assigns to PBCC, its rights as Successor Declarant to annex the Exhibit A Property to be subject to the terms of the Declaration, as contemplated by Section 8.01 of the Declaration.

3. PBCC hereby accepts, as to the Exhibit A Property, the rights of IPB, as Successor Declarant under the Declaration, to annex the Exhibit A Property to be

subject to the terms of the Declaration, as contemplated by Section 8.01 of the Declaration.

4. IPB shall retain all rights and obligations as Successor Declarant under the terms of the Declaration that are not specifically assigned hereby.

IN WITNESS WHEREOF, the undersigned have each executed this instrument as of the date and year first above written.

Signed, sealed and delivered in the presence of:

PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

Beth Miller
Name Printed: BETH MILLER

By: [Signature]
Name Printed: DOUGLAS ROSS, Jr.
Title: PRESIDENT

Richard A. Smith
Name Printed: Richard A. Smith

STATE OF FLORIDA)
COUNTY OF Volusia)

DOCUMENT

The foregoing instrument was acknowledged before me this 22nd day of December, 2005, by DOUGLAS R. ROSS, JR., the PRESIDENT of **PLANTATION BAY COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.



Beth Miller
Print Name _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____ or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced _____

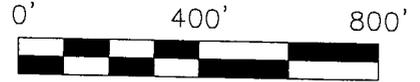
SKETCH AND DESCRIPTION

Instrument# 2005-356039 # 4
 Book: 5732
 Page: 2923

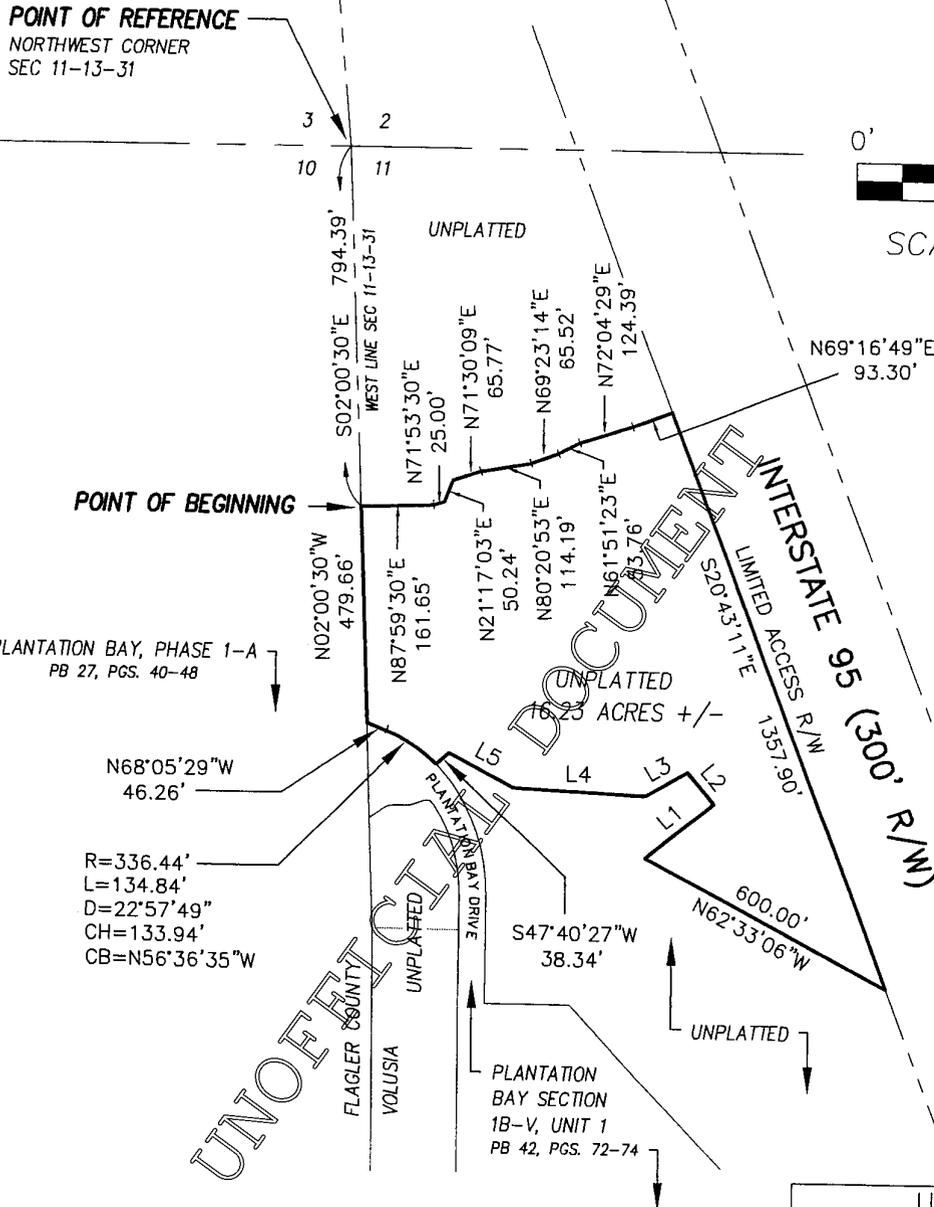
THIS SPACE RESERVED FOR RECORDING INFORMATION



NORTH ARROW



SCALE 1" = 400'



LINE TABLE		
LINE	LENGTH	BEARING
L1	195.60	N50°29'08"E
L2	91.08	N39°57'07"W
L3	106.47	S59°44'39"W
L4	298.05	N87°20'54"W
L5	161.83	N62°33'06"W

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.

THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.

M:\land projects T2002\T2110ICI\dwg\2110SL1A.dwg 12/14/2005 8:38:36 AM EST

UNOFFICIAL



TOMOKA ENGINEERING
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1600 Fax: 386-274-1602
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION
 EXHIBIT "A"

PROJECT NO.	T2110ICI
DWG REF	2110SL1A.DWG
DATE:	12/14/2005
SHEET NO.	1 OF 2

SKETCH
AND
DESCRIPTION

Instrument# 2005-356039 # 5
Book: 5732
Page: 2924
Diane M. Matousek
Volusia County, Clerk of Court

THIS SPACE RESERVED
FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 11 FOR A POINT OF REFERENCE; THENCE S02°00'30"E ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 11 (SAME BEING THE EAST LINE OF PLANTATION BAY, PHASE 1-A, PER PLAT BOOK 27, PAGES 40-48, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALSO BEING THE VOLUSIA-FLAGLER COUNTY LINE) FOR A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SECTION LINE N87°59'30"E FOR A DISTANCE OF 161.65 FEET; THENCE N71°53'30"E FOR A DISTANCE OF 25.00 FEET; THENCE N21°17'03"E FOR A DISTANCE OF 50.24 FEET; THENCE N71°30'09"E FOR A DISTANCE OF 65.77 FEET; THENCE N80°20'53"E FOR A DISTANCE OF 114.19 FEET; THENCE N69°23'14"E FOR A DISTANCE OF 65.52 FEET; THENCE N61°51'23"E FOR A DISTANCE OF 53.76 FEET; THENCE N72°04'29"E FOR A DISTANCE OF 124.39 FEET; THENCE N69°16'49"E FOR A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT WDE LIMITED ACCESS RIGHT-OF-WAY); THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1357.90 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE N62°33'06"W FOR A DISTANCE OF 600.00 FEET; THENCE N50°29'08"E FOR A DISTANCE OF 195.60 FEET; THENCE N39°57'07"W FOR A DISTANCE OF 91.08 FEET; THENCE S59°44'39"W FOR A DISTANCE OF 106.47 FEET; THENCE N87°20'54"W FOR A DISTANCE OF 298.05 FEET; THENCE N62°33'06"W FOR A DISTANCE OF 161.83 FEET; THENCE S47°40'27"W FOR A DISTANCE OF 38.34 FEET TO THE NORTHERLY LINE OF PLANTATION BAY DRIVE (A 60 FOOT WIDE INGRESS & EGRESS, DRAINAGE & UTILITY EASEMENT) PER THE PLAT OF PLANTATION BAY, SECTION 1B-V, UNIT 1, AS RECORDED IN PLAT BOOK 42, PAGES 72-74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A NON-TANGENT CURVE; THENCE NORTHWESTERLY 134.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 336.44 FEET, A CENTRAL ANGLE OF 22°57'49", A CHORD BEARING OF N56°36'35"W AND A CHORD DISTANCE OF 133.94 FEET TO A POINT OF TANGENCY; THENCE N68°05'29"W FOR A DISTANCE OF 46.26 FEET TO THE AFOREMENTIONED WEST LINE OF GOVERNMENT SECTION 11; THENCE DEPARTING SAID NORTHERLY LINE OF PLANTATION BAY DRIVE N02°00'30"W ALONG SAID WEST LINE OF GOVERNMENT SECTION 11 FOR A DISTANCE OF 479.65 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 16.23 ACRES, MORE OR LESS.

W:\TOMOKA\D\@JOB-DOC\@T2002\T2110ICI PLAN BAY DRIVE\2110SL1A LEGAL.DOC

NOTES:

1. BASIS OF BEARINGS: WEST LINE OF GOVERNMENT SECTION 11, TOWNSHIP 13S, RANGE 31E BEING N02°00'30"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, ETC. NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK FURNISHED FOR THIS OR ADJACENT SITES).
3. THIS IS NOT A BOUNDARY SURVEY.

LEGEND/ABBREVIATIONS:

R/W - RIGHT-OF-WAY	CB - CHORD BEARING
D - DELTA (CENTRAL ANGLE)	MB - MAP BOOK
R - RADIUS	ORB - OFFICIAL RECORDS BOOK
L - ARC LENGTH	PG - PAGE
CH - CHORD	

SIGNED:

Kenneth J. Kuhar
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

EXHIBIT "A"

PROJECT NO.	T2110ICI
DWG REF	2110SL1A.DWG
DATE:	12/14/2005
SHEET NO.	2 OF 2



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This

27th day of Dec, A.D. 20 05
Clerk of Circuit and County Court

By: *Melissa Seay*
Deputy Clerk

THIS DOCUMENT PREPARED
BY AND RETURN TO:

ANDREW HAGAN, ESQ.
INTERVEST CONSTRUCTION, INC.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY
(Plantation Bay Section 2A-F, Unit 5)

THIS SUPPLEMENTAL MASTER DECLARATION is made effective MARCH 12, 2008 by INTERVEST AT PLANTATION BAY, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924, at page 641 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.
4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

Richard N. Smith
(Print Name)

By: Morteza Hosseini-Kargar
President

DUSTIN W. TIMM
(Print Name)

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 12th day of March, 2008, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.

Beth Miller
(Print Name)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



UNOFFICIAL DOCUMENT

EXHIBIT A

The Property

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE AFORESAID SECTION 10, THENCE RUN S89°33'03"W, ALONG THE SOUTHERLY LINE OF SAID SECTION 10, A DISTANCE OF 3600.13 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SECTION LINE AND RUN S01°56'33"E FOR A DISTANCE OF 2769.88 FEET; THENCE S49°42'09"E, 950.14 FEET; THENCE S85°15'31"W, 2488.07 FEET; THENCE N01°18'01"W, 3598.75 FEET; THENCE N89°04'34"E, 1339.25 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT; THENCE 249.50 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 24°38'50", A CHORD BEARING OF N77°05'15"E AND A CHORD DISTANCE OF 247.58 FEET TO A POINT OF TANGENCY; THENCE N89°24'40"E, 159.29 FEET; THENCE S01°56'33"E, 87.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID PARCEL CONTAINING 148.89 ACRES, MORE OR LESS

UNOFFICIAL DOCUMENT

THIS DOCUMENT PREPARED
BY AND RETURN TO:

ANDREW HAGAN, ESQ.
INTERVEST CONSTRUCTION, INC.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS
(Plantation Bay Section 2A-F, Unit 5)

THIS SUPPLEMENTAL DECLARATION is made effective MARCH, 12, 2008 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots has been recorded in Official Records Book 924, at page 670 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

Richard A. Smith
(Print Name)
Dustin W. Timm
(Print Name)

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 12th day of March, 2008, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.

UNOFFICIAL DOCUMENT

Beth Miller
(Print Name)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



EXHIBIT A

The Property

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE AFORESAID SECTION 10, THENCE RUN S89°33'03"W, ALONG THE SOUTHERLY LINE OF SAID SECTION 10, A DISTANCE OF 3600.13 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SECTION LINE AND RUN S01°56'33"E FOR A DISTANCE OF 2769.88 FEET; THENCE S49°42'09"E, 950.14 FEET; THENCE S85°15'31"W, 2488.07 FEET; THENCE N01°18'01"W, 3598.75 FEET; THENCE N89°04'34"E, 1339.25 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT; THENCE 249.50 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 24°38'50", A CHORD BEARING OF N77°05'15"E AND A CHORD DISTANCE OF 247.58 FEET TO A POINT OF TANGENCY; THENCE N89°24'40"E, 159.29 FEET; THENCE S01°56'33"E, 87.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINING 148.89 ACRES, MORE OR LESS

UNOFFICIAL DOCUMENT

FD3000000888

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

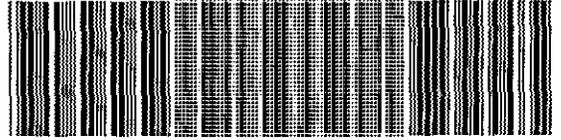
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600010941056

02/03/03--01027--010 **78.75

RECEIVED
FEB 03 10:15
STATE OF FLORIDA

RECEIVED
FEB 03 11:36
DIVISION OF REVENUE

T SMITH FEB 04 2003



UCC FILING & SEARCH SERVICES, INC.
526 East Park Avenue
Tallahassee, Florida 32301
(850) 681-6528

HOLD
FOR PICKUP BY
UCC SERVICES
OFFICE USE ONLY

February 3, 2003

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Westlake at Plantation Bay Property Owners Association, Inc.

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Retrieval Request

- Photocopy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

NEW FILINGS	
	Profit
X	Non Profit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

03 FEB -3 AM 10: 36

**ARTICLES OF INCORPORATION
OF
WESTLAKE AT PLANTATION BAY PROPERTY
OWNERS ASSOCIATION, INC.
(a Florida Corporation Not-for-Profit)**

I. NAME AND DEFINITIONS.

The name of this corporation shall be Westlake at Plantation Bay Property Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Westlake at Plantation Bay to be recorded in the public records of Flagler County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 2359 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District Permit No. 4-035-18417-4, as the same may be amended from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein and in any other applicable permits, including without limitation, any permits issued by the United States Army Corps of Engineers.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon,

assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Developer, each Subassociation and each Owner who is not a member of a Subassociation.

VI. **VOTING AND ASSESSMENTS.**

A. Subject to the restrictions and limitations hereinafter set forth, each Member, other than the Developer, shall be entitled to the number of votes in the Association computed as follows:

1. The Members who are Subassociations shall have the number of votes equal to the number of Assessment Equivalents attributable to the Lots and Building Sites owned by Owners who are members of such Subassociations. The votes of Members who are Subassociations shall be exercised by an officer of the Subassociation designated by the Board of Directors of such Subassociation.

2. The Members, other than the Developer, who are Owners shall have one vote for each Assessment Equivalent attributable to the Lots or Building Sites owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

3. The Developer shall have the number of votes equal to the number of votes allocated to the Members other than the Developer, plus one vote. The Developer shall have such voting rights for so long as it shall own any portion of the Property, or until it shall voluntarily relinquish its right to vote in Association matters, whichever shall first occur.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The votes allocated to any Subassociation or Owner pursuant to these Articles, cannot be divided for any issue and must be voted as a whole, except where otherwise required by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the

Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The specific number of Directors shall be fixed by the Board of Directors from time to time. Directors need not be Members of the Association and need not be residents of the State of Florida; provided however, no person who is a Member who is not in good standing with the Association shall be eligible to serve as a Director. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint all of the Directors.

B. Elections of members of the Board of Directors shall be by plurality vote. At the first annual election following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, the terms of office of the two (2) Directors receiving the highest number of votes shall be established at two (2) years. The remaining Director shall serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Mark Ambach
2359 Beville Road
Daytona Beach, FL 32119

Douglas Ross
2359 Beville Road
Daytona Beach, FL 32119

Richard Smith
2359 Beville Road
Daytona Beach, FL 32119

VIII. OFFICERS.

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Mark Ambach
Vice President	Douglas Ross
Treasurer/Secretary	Richard Smith

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Andrew Hagan, Esq.
2359 Beville Road
Daytona Beach, FL 32119

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty

on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof

which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved or merged, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import. Further, such dissolution or merger shall require the prior approval of the Army Corps of Engineers.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so

long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 30 day of JANUARY, 2003.

Signed, sealed and delivered in the presence of:

Joanne Schmieder
Joanne Schmieder
(Print or Type Name)

J. Andrew Hagan
J. Andrew Hagan, Incorporator

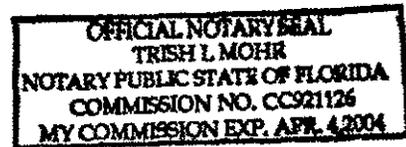
Trish L. Mohr
Trish L. Mohr
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of JANUARY, 2003, by J. Andrew Hagan, the Incorporator of **WESTLAKE AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Corporation Not-for-Profit, on behalf of said Corporation.

Trish L. Mohr
(Print Name) Trish L. Mohr

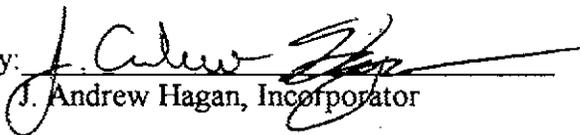
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced



IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

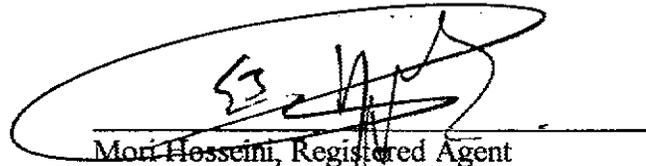
WESTLAKE AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2359 BEVILLE ROAD, DAYTONA BEACH, FLORIDA 32119, HAS NAMED MORI HOSSEINI, WHOSE ADDRESS IS 2359 BEVILLE ROAD, DAYTONA BEACH, FLORIDA 32119, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**WESTLAKE AT PLANTATION BAY
PROPERTY OWNERS ASSOCIATION,
INC.**

By: 
J. Andrew Hagan, Incorporator

Dated: January 30, 2003

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.


Mori Hosseini, Registered Agent

Dated: January 30, 2003

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
03 FEB - 3 AM 10: 36

BYLAWS
OF
WESTLAKE AT PLANTATION BAY PROPERTY
OWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Westlake at Plantation Bay ("Declaration") to be recorded in the public records of Flagler County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Westlake at Plantation Bay Property Owners Association, Inc. ("Association") shall be at 2359 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. The Subassociations, the Owners who are not members of a Subassociation, and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter

until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, nominations for the election of Board members shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

C. Petitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members other than the Developer, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

F. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

G. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit

the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

- (c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held not less frequently than annually and on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall

perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committee of the Association shall be the Nominating Committee. The Nominating Committee shall have the duties, authority and functions as described elsewhere in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. **BOOKS AND RECORDS.**

The books, records and papers of the Association shall be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. The Board of Directors shall have the right to adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the cost of providing copies of the Association's records including without limitation, the actual cost of copying the records. The Association shall maintain an adequate number of copies of the Declaration and any other recorded documents pertaining to the Association to ensure their availability to Members and prospective Members, and may charge only the Association's actual costs for reproducing and furnishing such documents to those persons who are entitled to receive them. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. **MEETINGS OF MEMBERS.**

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding sixty percent (60%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. **PROXIES.**

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a

period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. **SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Westlake at Plantation Bay Property Owners Association, Inc., not for profit, 2003.

XIV. **AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Flagler County, Florida.

XV. **INCONSISTENCIES.**

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

ANDREW HAGAN, ESQ.
INTERVEST CONSTRUCTION, INC.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY
(Plantation Bay Section 2A-F, Unit 6)

THIS SUPPLEMENTAL MASTER DECLARATION is made effective March 7, 2017 by INTERVEST AT PLANTATION BAY, a Florida general partnership (the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924, at page 641 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.
4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

EXHIBIT A

The Property

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N02°10'29"W FOR A DISTANCE OF 23.22 FEET; THENCE S89°04'34"W FOR A DISTANCE OF 22.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE N02°45'47"W FOR A DISTANCE OF 416.79 FEET; THENCE N01°33'29"W FOR A DISTANCE OF 456.77 FEET; THENCE N03°46'59"W FOR A DISTANCE OF 210.98 FEET; THENCE N01°14'51"W FOR A DISTANCE OF 214.10 FEET; THENCE N02°58'39"W FOR A DISTANCE OF 417.93 FEET; THENCE N02°18'01"W FOR A DISTANCE OF 1284.75 FEET; THENCE N02°03'21"W FOR A DISTANCE OF 685.84 FEET; THENCE N04°40'29"W FOR A DISTANCE OF 315.19 FEET; THENCE N00°00'00"W FOR A DISTANCE OF 36.40 FEET; THENCE N45°22'10"E FOR A DISTANCE OF 162.00 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 997.48 FEET TO THE WESTERLY LINE OF PLANTATION BAY SECTION 2A-F, UNIT 1 AS RECORDED IN MAP BOOK 34, PAGES 1-4 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF PLANTATION BAY SECTION 2A-F, UNIT 2 AS RECORDED IN MAP BOOK 34, PAGES 17-20 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THE FOLLOWING SEVEN (7) COURSES; 1) THENCE S00°45'13"W FOR A DISTANCE OF 686.60 FEET; 2) THENCE S89°19'16"E FOR A DISTANCE OF 361.92 FEET; 3) THENCE S00°07'30"W FOR A DISTANCE OF 955.15 FEET; 4) THENCE S03°54'28"E FOR A DISTANCE OF 707.06 FEET; 5) THENCE S05°16'55"E FOR A DISTANCE OF 522.04 FEET; 6) THENCE S15°31'50"E FOR A DISTANCE OF 1218.05 FEET; 7) THENCE S88°40'46"E FOR A DISTANCE OF 27.57 FEET; THENCE DEPARTING SAID WESTERLY LINE, S01°57'45"E FOR A DISTANCE OF 24.33 FEET; THENCE S89°24'40"W FOR A DISTANCE OF 159.29 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 249.50 FEET, HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 24°38'50", A CHORD BEARING OF S77°05'15"W AND A CHORD DISTANCE OF 247.58 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE S89°04'34"W FOR A DISTANCE OF 323.62 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 290.55 FEET, A CENTRAL ANGLE OF 31°24'36", A CHORD BEARING OF N07°30'21"W AND A CHORD DISTANCE OF 286.93 FEET TO A POINT OF TANGENCY; THENCE N08°11'57"E FOR A DISTANCE OF 272.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 244.70 FEET, HAVING A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 244.70 FEET, A CENTRAL ANGLE OF 29°49'49", A CHORD BEARING OF N06°42'58"W AND A CHORD DISTANCE OF 241.95 FEET TO A POINT OF TANGENCY; THENCE N21°37'53"W FOR A DISTANCE OF 1092.16 FEET; THENCE WITH A CURVE TO THE LEFT WITH A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 394.61 FEET, A CENTRAL ANGLE OF 23°18'31", A CHORD BEARING OF N33°17'08"W, AND A CHORD LENGTH OF 391.89 FEET; THENCE S40°48'08"W FOR A DISTANCE OF 72.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 89.70 FEET, HAVING A RADIUS OF 335.00 FEET, AN ARC LENGTH OF 89.70 FEET, A CENTRAL ANGLE OF 15°20'33", A CHORD BEARING OF S33°07'51"W AND A CHORD DISTANCE OF 89.44 FEET TO A POINT OF TANGENCY; THENCE S25°27'35"W FOR A DISTANCE OF 235.51 FEET; THENCE S69°25'09"W FOR A DISTANCE OF 180.05 FEET; THENCE S02°38'25"E FOR A DISTANCE OF 448.35 FEET; THENCE S01°14'51"E FOR A DISTANCE OF 213.33 FEET; THENCE S03°46'59"E FOR A DISTANCE OF 210.77 FEET; THENCE S01°33'29"E FOR A DISTANCE OF 457.41 FEET; THENCE S02°49'26"E FOR A DISTANCE OF 418.50 FEET; THENCE S89°04'34"W FOR A DISTANCE OF 77.10 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 97.10 ACRES, MORE OR LESS.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

ANDREW HAGAN, ESQ.
INTERVEST CONSTRUCTION, INC.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS
(Plantation Bay Section 2A-F, Unit 6)

THIS SUPPLEMENTAL DECLARATION is made effective March 7, 2017 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership (the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots has been recorded in Official Records Book 924, at page 670 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

Teril Hansen
TERIL HANSEN
(Print Name)
Joanne Schmieder
JOANNE SCHMIEDER
(Print Name)

By: Morteza Hosseini Kargar
Morteza Hosseini Kargar
President

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 7th day of March, 2017, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



Teril Hansen
(Print Name TERIL HANSEN)
NOTARY PUBLIC, State of Florida
Commission # FF 964698
My Commission Expires: May 3, 2020
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

The Property

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N02°10'29"W FOR A DISTANCE OF 23.22 FEET; THENCE S89°04'34"W FOR A DISTANCE OF 22.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE N02°45'47"W FOR A DISTANCE OF 416.79 FEET; THENCE N01°33'29"W FOR A DISTANCE OF 456.77 FEET; THENCE N03°46'59"W FOR A DISTANCE OF 210.98 FEET; THENCE N01°14'51"W FOR A DISTANCE OF 214.10 FEET; THENCE N02°58'39"W FOR A DISTANCE OF 417.93 FEET; THENCE N02°18'01"W FOR A DISTANCE OF 1284.75 FEET; THENCE N02°03'21"W FOR A DISTANCE OF 685.84 FEET; THENCE N04°40'29"W FOR A DISTANCE OF 315.19 FEET; THENCE N00°00'00"W FOR A DISTANCE OF 36.40 FEET; THENCE N45°22'10"E FOR A DISTANCE OF 162.00 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 997.48 FEET TO THE WESTERLY LINE OF PLANTATION BAY SECTION 2A-F, UNIT 1 AS RECORDED IN MAP BOOK 34, PAGES 1-4 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF PLANTATION BAY SECTION 2A-F, UNIT 2 AS RECORDED IN MAP BOOK 34, PAGES 17-20 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THE FOLLOWING SEVEN (7) COURSES; 1) THENCE S00°45'13"W FOR A DISTANCE OF 686.60 FEET; 2) THENCE S89°19'16"E FOR A DISTANCE OF 361.92 FEET; 3) THENCE S00°07'30"W FOR A DISTANCE OF 955.15 FEET; 4) THENCE S03°54'28"E FOR A DISTANCE OF 707.06 FEET; 5) THENCE S05°16'55"E FOR A DISTANCE OF 522.04 FEET; 6) THENCE S15°31'50"E FOR A DISTANCE OF 1218.05 FEET; 7) THENCE S88°40'46"E FOR A DISTANCE OF 27.57 FEET; THENCE DEPARTING SAID WESTERLY LINE, S01°57'45"E FOR A DISTANCE OF 24.33 FEET; THENCE S89°24'40"W FOR A DISTANCE OF 159.29 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 249.50 FEET, HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 24°38'50", A CHORD BEARING OF S77°05'15"W AND A CHORD DISTANCE OF 247.58 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE S89°04'34"W FOR A DISTANCE OF 323.62 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 290.55 FEET, A CENTRAL ANGLE OF 31°24'36", A CHORD BEARING OF N07°30'21"W AND A CHORD DISTANCE OF 286.93 FEET TO A POINT OF TANGENCY; THENCE N08°11'57"E FOR A DISTANCE OF 272.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 244.70 FEET, HAVING A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 244.70 FEET, A CENTRAL ANGLE OF 29°49'49", A CHORD BEARING OF N06°42'58"W AND A CHORD DISTANCE OF 241.95 FEET TO A POINT OF TANGENCY; THENCE N21°37'53"W FOR A DISTANCE OF 1092.16 FEET; THENCE WITH A CURVE TO THE LEFT WITH A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 394.61 FEET, A CENTRAL ANGLE OF 23°18'31", A CHORD BEARING OF N33°17'08"W, AND A CHORD LENGTH OF 391.89 FEET; THENCE S40°48'08"W FOR A DISTANCE OF 72.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 89.70 FEET, HAVING A RADIUS OF 335.00 FEET, AN ARC LENGTH OF 89.70 FEET, A CENTRAL ANGLE OF 15°20'33", A CHORD BEARING OF S33°07'51"W AND A CHORD DISTANCE OF 89.44 FEET TO A POINT OF TANGENCY; THENCE S25°27'35"W FOR A DISTANCE OF 235.51 FEET; THENCE S69°25'09"W FOR A DISTANCE OF 180.05 FEET; THENCE S02°38'25"E FOR A DISTANCE OF 448.35 FEET; THENCE S01°14'51"E FOR A DISTANCE OF 213.33 FEET; THENCE S03°46'59"E FOR A DISTANCE OF 210.77 FEET; THENCE S01°33'29"E FOR A DISTANCE OF 457.41 FEET; THENCE S02°49'26"E FOR A DISTANCE OF 418.50 FEET;

THENCE S89°04'34"W FOR A DISTANCE OF 77.10 FEET TO THE AFOREMENTIONED
POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 97.10 ACRES, MORE OR LESS.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

**DESIGNATION OF CO-DEVELOPER UNDER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS**

WHEREAS, Intervest at Plantation Bay, a Florida general partnership (“IPB”) is the Developer under that certain Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots (the “Declaration”) originally recorded in Official Records Book 924, Page 670 of the Public Records of Flagler County, Florida; and

WHEREAS, Developer has conveyed Property to Volusia Residential Construction, LLC, a Florida limited liability company (“VRC”) pursuant to that certain Special Warranty Deed recorded in Official Records Book 2354, Page 718, of the Public Records of Flagler County, Florida; and

WHEREAS, Developer and VRC agree that they shall be designated as the Co-Developer’s under the Declaration.

WHEREAS, Section 3.2 of the Declaration permits the Co-Developer’s to annex additional lands within the Westlake at Plantation Bay subdivision to the Declaration and Section 6.5 of the Declaration permits the Co-Developer to file amendments to the Declaration; and

NOW, THEREFORE, the undersigned declare and state as follows:

IPB hereby designates itself and VRC as Co-Developer’s, vesting each with all rights, privileges, and powers of the Developer as described in the Declaration and all responsibilities as to the Property accruing after the effective date.

The undersigned hereby accepts the status as Co-Developer’s under the Declaration as to the Property as of the effective date and agrees to perform as Developer as to the Property under the terms of the Declaration from and after the effective date.

The effective date of this designation is January 8, 2020.

Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

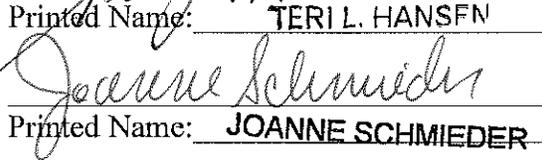
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed and Sealed in the Presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PLANMOR, INC., a Florida corporation, its general partner

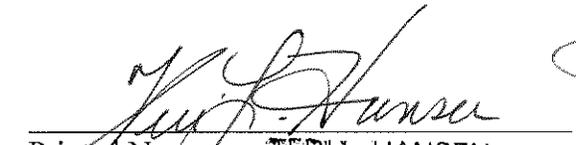

Printed Name: TERI L. HANSEN

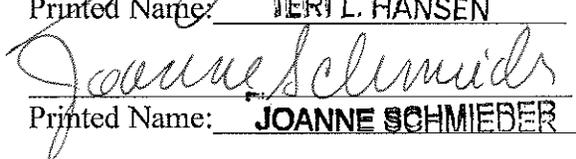

Printed Name: JOANNE SCHMIEDER

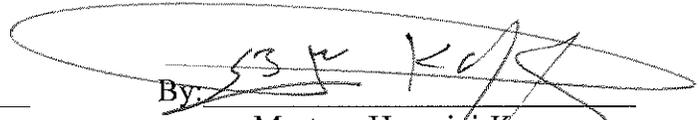
By: 
Morteza Hosseini-Kargar
Its: President

VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company

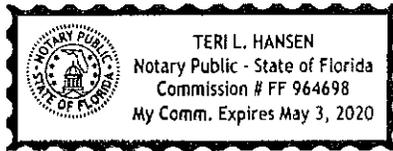

Printed Name: TERI L. HANSEN


Printed Name: JOANNE SCHMIEDER

By: 
Morteza Hosseini-Kargar
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or () online notarization this 4th day of Feb., 2020, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, general partner of INTERVEST AT PLANTATION BAY, a Florida general partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: *Teri L. Hansen*

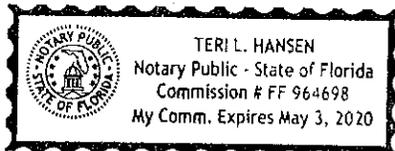
Print: TERI L. HANSEN

My Commission Number: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or () online notarization this 4th day of Feb, 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: *Teri L. Hansen*

Print: TERI L. HANSEN

My Commission Number: FF964698

My Commission Expires: May 3, 2020

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

**DESIGNATION OF SUCCESSOR DEVELOPER UNDER
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
PLANTATION BAY SECTION 2A-F, UNIT 7
(WESTLAKE 7)**

WHEREAS, Intervest at Plantation Bay, a Florida general partnership ("IPB") is the Developer under that certain Master Declaration of Covenants and Restrictions for Westlake at Plantation Bay originally recorded in Official Records Book 924, Page 641, and as amended pursuant to that Supplemental Master Declaration of Covenants and Restrictions for Westlake at Plantation Bay recorded in Official Records 2225, page 683, both of the Public Records of Flagler County, Florida (the "Master Declaration"); and

WHEREAS, Developer executed and recorded that certain Declaration of Covenants and Restrictions for Westlake at Planation Bay Residential Lots recorded in Official Records Book 924, Page 670, and as amended pursuant to that Supplemental Declaration of Covenants and Restrictions for Westlake at Plantation Bay Residential Lots recorded in Official Records Book 2225, Page 686, of the Public Records of Flagler County, Florida; and

WHEREAS, record title to the real property described in Exhibit "A" attached hereto, is held by VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company ("VRC"); and

WHEREAS, Developer and VRC agree that VRC should be designated as the Successor Developer under the Declaration.

NOW, THEREFORE, the undersigned Developer and VRC declare and state as follows:

Developer hereby relinquishes its status as Developer under the Declaration and designates VRC as the successor Developer, vesting VRC with all rights, privileges, and powers of the Developer as described in the Declaration and all responsibilities as to the Property accruing after the effective date.

The undersigned VRC hereby accepts the status as Successor Developer under the Declaration as to the Property as of the effective date and agrees to perform as Developer as to the Property under the terms of the Declaration from and after the effective date.

The effective date of this designation is September 20, 2017.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

**DESIGNATION OF SUCCESSOR DEVELOPER UNDER
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
PLANTATION BAY SECTION 2A-F, UNIT 7
(WESTLAKE 7)**

WHEREAS, Intervest at Plantation Bay, a Florida general partnership (“IPB”) is the Developer under that certain Master Declaration of Covenants and Restrictions for Westlake at Plantation Bay originally recorded in Official Records Book 924, Page 641, and as amended pursuant to that Supplemental Master Declaration of Covenants and Restrictions for Westlake at Plantation Bay recorded in Official Records 2225, page 683, both of the Public Records of Flagler County, Florida (the “Master Declaration”); and

WHEREAS, Developer executed and recorded that certain Declaration of Covenants and Restrictions for Westlake at Plantation Bay Residential Lots recorded in Official Records Book 924, Page 670, and as amended pursuant to that Supplemental Declaration of Covenants and Restrictions for Westlake at Plantation Bay Residential Lots recorded in Official Records Book 2225, Page 686, of the Public Records of Flagler County, Florida; and

WHEREAS, record title to the real property described in Exhibit “A” attached hereto, is held by VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company (“VRC”); and

WHEREAS, Developer and VRC agree that VRC should be designated as the Successor Developer under the Declaration.

NOW, THEREFORE, the undersigned Developer and VRC declare and state as follows:

Developer hereby relinquishes its status as Developer under the Declaration and designates VRC as the successor Developer, vesting VRC with all rights, privileges, and powers of the Developer as described in the Declaration and all responsibilities as to the Property accruing after the effective date.

The undersigned VRC hereby accepts the status as Successor Developer under the Declaration as to the Property as of the effective date and agrees to perform as Developer as to the Property under the terms of the Declaration from and after the effective date.

The effective date of this designation is September 20, 2017.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed and Sealed in the Presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PLANMOR, INC., a Florida corporation, its general partner

Teril L. Hansen
Printed Name: TERIL L. HANSEN

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

By: *Morteza Hosseini-Kargar*
Morteza Hosseini-Kargar
Its: President

VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, its sole member

Teril L. Hansen
Printed Name: TERIL L. HANSEN

Joanne Schmieder
Printed Name: JOANNE SCHMIEDER

By: *Charlene B. Irland*
Charlene B. Irland
Its: Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of Sept., 2017, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, general partner of INTERVEST AT PLANTATION BAY, a Florida general partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:

Sign: *Teril L. Hansen*
Print: TERIL L. HANSEN
My Commission Number: FF964698
My Commission Expires: May 3, 2020



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of Sept., 2017, by Charlene B. Irland, Vice President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company. She is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: _____

Print: _____

My Commission Number: FF964698

My Commission Expires: May 3, 2020

Exhibit "A"

Lots 1-81, PLANATION BAY SECTION 2A-F, UNIT 7, according to the plat thereof recorded in Map Book 38, Page 68, public records of Flagler County, Florida.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

**DESIGNATION OF CO-DEVELOPER UNDER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WESTLAKE AT PLANTATION BAY**

WHEREAS, Intervest at Plantation Bay, a Florida general partnership (“IPB”) is the Developer under that certain Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay (the “Declaration”) originally recorded in Official Records Book 924, Page 641 of the Public Records of Flagler County, Florida; and

WHEREAS, Developer has conveyed Property to Volusia Residential Construction, LLC, a Florida limited liability company (“VRC”) pursuant to that certain Special Warranty Deed recorded in Official Records Book 2354, Page 718, of the Public Records of Flagler County, Florida; and

WHEREAS, Developer and VRC agree that they shall be designated as the Co-Developer’s under the Declaration.

WHEREAS, Section 3.2 of the Declaration permits the Co-Developer’s to annex additional lands within the Westlake at Plantation Bay subdivision to the Declaration and Section 10.7 of the Declaration permits the Co-Developer to file amendments to the Declaration; and

NOW, THEREFORE, the undersigned declare and state as follows:

IPB hereby designates itself and VRC as Co-Developer’s, vesting each with all rights, privileges, and powers of the Developer as described in the Declaration and all responsibilities as to the Property accruing after the effective date.

The undersigned hereby accepts the status as Co-Developer’s under the Declaration as to the Property as of the effective date and agrees to perform as Developer as to the Property under the terms of the Declaration from and after the effective date.

The effective date of this designation is January 8, 2020.

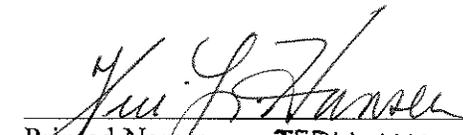
Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

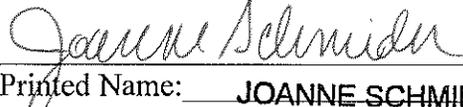
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

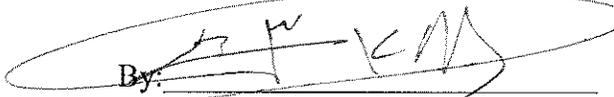
Signed and Sealed in the Presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PLANMOR, INC., a Florida corporation, its general partner


Printed Name: TERI L. HANSEN

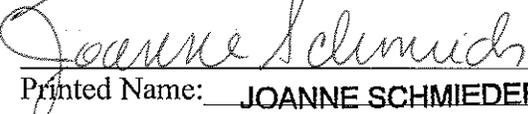

Printed Name: JOANNE SCHMIEDER

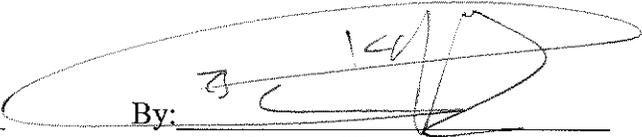

By: Morteza Hosseini-Kargar
Its: President

VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company

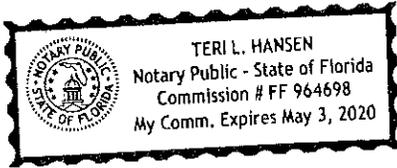

Printed Name: TERI L. HANSEN


Printed Name: JOANNE SCHMIEDER


By: Morteza Hosseini-Kargar
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 4th day of Feb., 2020, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, general partner of INTERVEST AT PLANTATION BAY, a Florida general partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: _____

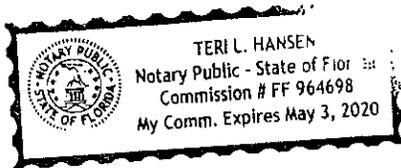
Print: _____

My Commission Number: FF964698

My Commission Expires: May 3, 2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 4th day of Feb., 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: _____

Print: _____

My Commission Number: FF964698

My Commission Expires: May 3, 2020



THIS DOCUMENT PREPARED
BY AND RETURN TO:

J. ANDREW HAGAN, ESQ.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY
(Plantation Bay Section 2A-F, Unit 8)

THIS SUPPLEMENTAL MASTER DECLARATION is made effective Feb. 4, 2020 by INTERVEST AT PLANTATION BAY, a Florida general partnership and VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company (the "Co-Developers").

W I T N E S S E T H :

WHEREAS, Volusia Residential Construction, LLC, one of the Co-Developers is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924, at page 641 of the public records of Flagler County, Florida, and as amended (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.
4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Co-Developers have caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

Teri L. Hansen
TERIL L. HANSEN
(Print Name)
Joanne Schmiuder
JOANNE SCHMIEDER
(Print Name)

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 4th day of Feb., 2020, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



Teri L. Hansen
(Print Name TERIL L. HANSEN)
NOTARY PUBLIC, State of Florida
Commission # FF 964698
My Commission Expires: May 3, 2020
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

IN WITNESS WHEREOF, the Co-Developers have caused this instrument to be duly executed as of the day and year first above written.

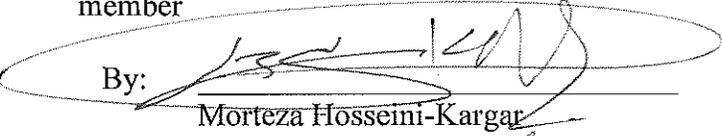
Signed, sealed and delivered
in the presence of:

**VOLUSIA RESIDENTIAL CONSTRUCTION,
LLC**, a Florida limited liability company

By: ICI Homes Residential Holdings, LLC, a
Florida limited liability company, its sole
member



TERI L. HANSEN
(Print Name)

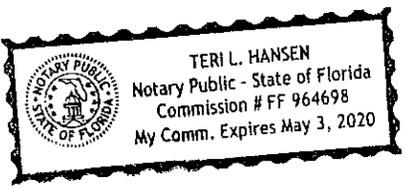
By: 

Morteza Hosseini-Kargar
President

(Print Name)

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of physical presence or ()
online notarization on this 4th day of Feb., 2020, by Morteza Hosseini-Kargar, the
President of ICI Homes Residential Holdings, LLC, a Florida limited liability company, sole member of
VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, on behalf
of the company.





(Print Name) TERI L. HANSEN
NOTARY PUBLIC, State of Florida
Commission # FF964698
My Commission Expires: May 3, 2020
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

The Property

A PORTION OF TRACTS 1 THROUGH 7, BLOCK "A", TOGETHER WITH A PORTION OF TRACTS 1, 2 AND 11, BLOCK "B", SECTION 9, TOGETHER WITH A PORTION OF TRACTS 4 AND 6, BLOCK "B", SECTION 10, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING LOCATED IN GOVERNMENT SECTIONS 9 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S02°11'25"E, ALONG THE EAST LINE OF SAID SECTION 9 FOR 920.12 FEET; THENCE N89°17'17"E, 1102.85 FEET TO THE EASTERLY LINE OF PLANTATION BAY SECTION 2A-F, UNIT 1, PER MAP BOOK 34, PAGES 1-4, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S07°16'50"W, 202.66 FEET TO THE NORTHEAST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S89°56'32"W, ALONG THE NORTH LINE OF SAID PLANTATION BAY SECTION 2A-F, UNIT 6 SUBDIVISION, 997.48 FEET; THENCE S45°18'20"W TO THE NORTHWEST CORNER OF SAID PLANTATION BAY SECTION 2A-F, UNIT 6 SUBDIVISION, 112.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 669.99 FEET, A CENTRAL ANGLE OF 10°42'08" AND A CHORD BEARING OF N50°02'04"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 125.15 FEET; THENCE N53°27'17"W, 54.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 22°04'10" AND A CHORD BEARING OF N42°25'16"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 144.44 FEET; THENCE S66°11'56"W, 147.28 FEET; THENCE S85°28'36"W, 434.08 FEET; THENCE N27°10'14"E, 215.91 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 199.00 FEET, A CENTRAL ANGLE OF 141°00'13" AND A CHORD BEARING OF N43°19'52"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 489.73 FEET; THENCE N84°48'13"W, 152.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 769.00 FEET, A CENTRAL ANGLE OF 10°09'35" AND A CHORD BEARING OF N89°53'01"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 136.36 FEET; THENCE S85°02'12"W, 146.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 868.99', A CENTRAL ANGLE OF 22°29'15" AND A CHORD BEARING OF S73°47'35"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 341.06 FEET; THENCE S60°54'09"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 869.06 FEET, A CENTRAL ANGLE OF 14°01'37" AND A CHORD BEARING OF S52°14'17"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 212.76 FEET; THENCE S45°13'27"W, 111.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 199.00 FEET, A CENTRAL ANGLE OF 135°56'59" AND A CHORD BEARING OF S18°46'04"W; THENCE SOUTHWESTERLY ALONG THE ARCH OF SAID CURVE 472.18 FEET;

{00087854.DOC.}

THENCE S49°12'26"E, 184.45 FEET; THENCE S39°39'21"W, 115.54 FEET; THENCE S34°22'20"W, 144.00 FEET; THENCE S36°59'44"W, 50.05 FEET; THENCE N55°37'40"W, 69.71 FEET; THENCE S43°53'36"W, 129.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 26°41'05" AND A CHORD BEARING OF N46°46'20"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 298.07 FEET; N56°21'30"W, 587.50 FEET; THENCE N32°28'49"E, 561.18'; THENCE S58°17'16"E, 208.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 25°17'42" AND A CHORD OF N44°22'40"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 282.55 FEET; THENCE N54°05'59"E, 828.47 FEET; THENCE N71°15'28"E, 299.37 FEET TO A POINT ON THE NORTHERLY LINE OF GOVERNMENT SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; THENCE N89°08'38"E 1363.99 FEET TO THE POINT OF BEGINNING.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

ANDREW HAGAN, ESQ.
INTERVEST CONSTRUCTION, INC.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS
(Plantation Bay Section 2A-F, Unit 7)

THIS SUPPLEMENTAL DECLARATION is made effective August 9, 2017 by
INTERVEST AT PLANTATION BAY, a Florida general partnership (the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots has been recorded in Official Records Book 924, at page 670 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

EXHIBIT A**The Property**

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTIONS 9 AND 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S89°09'33"W FOR A DISTANCE OF 23.09 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°18'01"E FOR A DISTANCE OF 3040.31 FEET; THENCE S89°54'39"W FOR A DISTANCE OF 1783.74 FEET; THENCE N00°17'02"E FOR A DISTANCE OF 1093.51 FEET TO THE EASTERLY LINE OF A FLAGLER COUNTY SCHOOL/PARK SITE; THENCE ALONG SAID SCHOOL/PARK SITE THE FOLLOWING FIVE (5) COURSES; (1) N63°16'56"E, 473.64 FEET; (2) N15°25'46"E, 406.25 FEET; (3) S60°56'09"E, 704.81 FEET; (4) N04°17'50"W, 450.94 FEET; (5) N48°23'22"W, 1313.11 FEET; THENCE DEPARTING SAID EASTERLY LINE N54°08'48"E FOR A DISTANCE OF 766.62 FEET; THENCE N89°24'40"E FOR A DISTANCE OF 18.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, 317.61 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 28°53'07", A CHORD BEARING OF S76°08'46"E AND A CHORD DISTANCE OF 314.26 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE N89°23'04"E FOR A DISTANCE OF 504.63 FEET; THENCE N86°03'25"E FOR A DISTANCE OF 127.67 FEET; THENCE S01°18'01"E FOR A DISTANCE OF 23.19 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINING 96.49 ACRES (4,203,149 SQUARE FEET), MORE OR LESS.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

ANDREW HAGAN, ESQ.
INTERVEST CONSTRUCTION, INC.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY
(Plantation Bay Section 2A-F, Unit 7)

THIS SUPPLEMENTAL MASTER DECLARATION is made effective August 9, 2017 by INTERVEST AT PLANTATION BAY, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924, at page 641 of the public records of Flagler County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.
4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

Teri L. Hansen
TERI L. HANSEN
(Print Name)

By: [Signature]
Morteza Hosseini-Kargar
President

Joanne Schmieder
JOANNE SCHMIEDER
(Print Name)

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 9th day of August, 2017, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



Teri L. Hansen
(Print Name) TERI L. HANSEN)
NOTARY PUBLIC, State of Florida
Commission # FF964698
My Commission Expires: May 3, 2020
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A**The Property**

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTIONS 9 AND 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S89°09'33"W FOR A DISTANCE OF 23.09 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°18'01"E FOR A DISTANCE OF 3040.31 FEET; THENCE S89°54'39"W FOR A DISTANCE OF 1783.74 FEET; THENCE N00°17'02"E FOR A DISTANCE OF 1093.51 FEET TO THE EASTERLY LINE OF A FLAGLER COUNTY SCHOOL/PARK SITE; THENCE ALONG SAID SCHOOL/PARK SITE THE FOLLOWING FIVE (5) COURSES; (1) N63°16'56"E, 473.64 FEET; (2) N15°25'46"E, 406.25 FEET; (3) S60°56'09"E, 704.81 FEET; (4) N04°17'50"W, 450.94 FEET; (5) N48°23'22"W, 1313.11 FEET; THENCE DEPARTING SAID EASTERLY LINE N54°08'48"E FOR A DISTANCE OF 766.62 FEET; THENCE N89°24'40"E FOR A DISTANCE OF 18.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, 317.61 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 28°53'07", A CHORD BEARING OF S76°08'46"E AND A CHORD DISTANCE OF 314.26 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE N89°23'04"E FOR A DISTANCE OF 504.63 FEET; THENCE N86°03'25"E FOR A DISTANCE OF 127.67 FEET; THENCE S01°18'01"E FOR A DISTANCE OF 23.19 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINING 96.49 ACRES (4,203,149 SQUARE FEET), MORE OR LESS.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

J. ANDREW HAGAN, ESQ.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS
(Plantation Bay Section 2A-F, Unit 8)

THIS SUPPLEMENTAL DECLARATION is made effective Feb. 4, 2020 by INTERVEST AT PLANTATION BAY, a Florida general partnership and VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company (the "Co-Developers").

W I T N E S S E T H :

WHEREAS, VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, one of the Co-Developers is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots has been recorded in Official Records Book 924, at page 670 of the public records of Flagler County, Florida, as amended (together, the "Declaration"); and

WHEREAS, the Co-Developers desire to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Co-Developers hereby declare that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

EXHIBIT A

The Property

A PORTION OF TRACTS 1 THROUGH 7, BLOCK "A", TOGETHER WITH A PORTION OF TRACTS 1, 2 AND 11, BLOCK "B", SECTION 9, TOGETHER WITH A PORTION OF TRACTS 4 AND 6, BLOCK "B", SECTION 10, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING LOCATED IN GOVERNMENT SECTIONS 9 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S02°11'25"E, ALONG THE EAST LINE OF SAID SECTION 9 FOR 920.12 FEET; THENCE N89°17'17"E, 1102.85 FEET TO THE EASTERLY LINE OF PLANTATION BAY SECTION 2A-F, UNIT 1, PER MAP BOOK 34, PAGES 1-4, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S07°16'50"W, 202.66 FEET TO THE NORTHEAST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S89°56'32"W, ALONG THE NORTH LINE OF SAID PLANTATION BAY SECTION 2A-F, UNIT 6 SUBDIVISION, 997.48 FEET; THENCE S45°18'20"W TO THE NORTHWEST CORNER OF SAID PLANTATION BAY SECTION 2A-F, UNIT 6 SUBDIVISION, 112.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 669.99 FEET, A CENTRAL ANGLE OF 10°42'08" AND A CHORD BEARING OF N50°02'04"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 125.15 FEET; THENCE N53°27'17"W, 54.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 22°04'10" AND A CHORD BEARING OF N42°25'16"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 144.44 FEET; THENCE S66°11'56"W, 147.28 FEET; THENCE S85°28'36"W, 434.08 FEET; THENCE N27°10'14"E, 215.91 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 199.00 FEET, A CENTRAL ANGLE OF 141°00'13" AND A CHORD BEARING OF N43°19'52"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 489.73 FEET; THENCE N84°48'13"W, 152.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 769.00 FEET, A CENTRAL ANGLE OF 10°09'35" AND A CHORD BEARING OF N89°53'01"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 136.36 FEET; THENCE S85°02'12"W, 146.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 868.99', A CENTRAL ANGLE OF 22°29'15" AND A CHORD BEARING OF S73°47'35"W; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 341.06 FEET; THENCE S60°54'09"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 869.06 FEET, A CENTRAL ANGLE OF 14°01'37" AND A CHORD BEARING OF S52°14'17"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 212.76 FEET; THENCE S45°13'27"W, 111.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 199.00 FEET, A CENTRAL ANGLE OF 135°56'59" AND A CHORD BEARING OF S18°46'04"W; THENCE SOUTHWESTERLY ALONG THE ARCH OF SAID CURVE 472.18 FEET; THENCE S49°12'26"E, 184.45 FEET; THENCE S39°39'21"W, 115.54 FEET; THENCE S34°22'20"W, 144.00 FEET; THENCE S36°59'44"W, 50.05 FEET; THENCE N55°37'40"W, 69.71 FEET; THENCE S43°53'36"W, 129.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 26°41'05" AND A CHORD BEARING OF N46°46'20"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 298.07 FEET; N56°21'30"W, 587.50 FEET; THENCE N32°28'49"E, 561.18'; THENCE S58°17'16"E, 208.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 25°17'42" AND A CHORD OF N44°22'40"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 282.55 FEET; THENCE N54°05'59"E, 828.47 FEET; THENCE N71°15'28"E, 299.37 FEET TO A POINT ON THE NORTHERLY LINE OF GOVERNMENT SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; THENCE N89°08'38"E 1363.99 FEET TO THE POINT OF BEGINNING.



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

RECEIVED
04 FEB 11 AM 11: 25
DIVISION OF CORPORATION

February 10, 2004

UCC FILING & SEARCH

SUBJECT: PPRESTWICK TOWNHOMES AT PLANTATION BAY OWNERS
ASSOCIATION, INC.
Ref. Number: W04000005613

We have received your document for PPRESTWICK TOWNHOMES AT
PLANTATION BAY OWNERS ASSOCIATION, INC.. However, the document
has not been filed and is being returned for the following:

The name of the entity must be identical throughout the document.

Please return the original and one copy of your document, along with a copy of
this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call
(850) 245-6934.

Loria Poole
Document Specialist
New Filings Section

Letter Number: 404A00009053

**ARTICLES OF INCORPORATION
OF
PRESTWICK TOWNHOMES AT PLANTATION BAY
PROPERTY OWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2009 FEB 11 P 1:33

FILED

I. NAME AND DEFINITIONS.

The name of this corporation shall be Prestwick Townhomes at Plantation Bay Property Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Prestwick Townhomes at Plantation Bay to be recorded in the public records of Volusia County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 2359 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects, and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair, and replace the Common Area, including without limitation the structures, landscaping, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to, and accepted by, the Association.

C. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations, and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, acquire, replace, improve, maintain, operate, and repair such buildings, structures, landscaping, and equipment, and to provide such other services for the benefit of the members of the Association as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities, and pursuing any and all of the objects and purposes, set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures, and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association that may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Developer and each Owner.

VI. **VOTING AND ASSESSMENTS.**

A. The Association shall have two classes of voting Members. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. **Class A.** So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

2. **Class B.** The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2010; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. **BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The specific number of Directors shall be fixed by the Board of Directors from time to time. Directors need not be Members of the Association and need not be residents of the State of Florida; provided however, no person who is a Member who is not in good standing with the Association shall be eligible to serve as a Director. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint all of the Directors.

B. Elections of members of the Board of Directors shall be by plurality vote. At the first annual election following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, the terms of office of the two (2) Directors receiving the highest number of votes shall be established at two (2) years. The remaining Director shall serve for a term of one (1) year. Thereafter, as

many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Mark Ambach
2359 Beville Road
Daytona Beach, FL 32119

Douglas Ross
2359 Beville Road
Daytona Beach, FL 32119

Richard Smith
2359 Beville Road
Daytona Beach, FL 32119

VIII. OFFICERS.

The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Mark Ambach
Vice President	Douglas Ross
Treasurer/Secretary	Richard Smith

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Andrew Hagan, Esq.
2359 Beville Road
Daytona Beach, FL 32119

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise that he served at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise that he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent

that the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

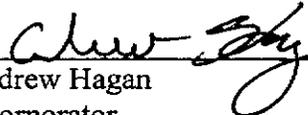
1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the portion of Property that is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties that at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

PRESTWICK TOWNHOMES AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2359 BEVILLE ROAD, DAYTONA BEACH, FLORIDA 32119, HAS NAMED NANCY DEANE , WHOSE ADDRESS IS 100 PLANTATION BAY DRIVE, ORMOND BEACH, FLORIDA 32174, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**PRESTWICK TOWNHOMES AT PLANTATION
BAY PROPERTY OWNERS ASSOCIATION, INC.**

By: 
Andrew Hagan
Incorporator

Dated: 214, 2004

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Nancy Deane

Nancy ~~Hopkins~~ *Deane*
Registered Agent

Dated: 2/5, 2004

FILED
2004 FEB 11 P 1:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS

OF

PRESTWICK TOWNHOMES AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Prestwick Townhomes at Plantation Bay ("Declaration") to be recorded in the public records of Volusia County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Prestwick Townhomes at Plantation Bay Property Owners Association, Inc. ("Association") shall be at 2359 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. The Owners and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill

a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. **ELECTION OF DIRECTORS.**

A. Following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, nominations for the election of Board members shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

C. Petitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members other than the Developer, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section E of this Article V.

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting or, in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

F. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present, or if the election is conducted by mail, the Association must receive, as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

G. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents, and employees of the

Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents, and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto, that shall be kept in the office of the Association and

shall be open to inspection by any Member; and

(c) To send written notice of each assessment to every Member subject thereto.

VII. **DIRECTORS MEETINGS.**

A. Regular meetings of the Board shall be held not less frequently than annually and on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. **OFFICERS.**

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. **COMMITTEES.**

A. The standing committee of the Association shall be the Nominating Committee. The Nominating Committee shall have the duties, authority, and functions as described elsewhere in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members, and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records, and papers of the Association shall be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. The Board of Directors shall have the right to adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the cost of providing copies of the Association's records including without limitation, the actual cost of copying the records. The Association shall maintain an adequate number of copies of the Declaration and any other recorded documents pertaining to the Association to ensure their availability to Members and prospective Members, and may charge only the Association's actual costs for reproducing and furnishing such documents to those persons who are entitled to receive them. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary, or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Members either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary, and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding sixty percent (60%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. **SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Prestwick Townhomes at Plantation Bay Property Owners Association, Inc., not for profit, 2004.

XIV. **AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Volusia County, Florida.

XV. **INCONSISTENCIES.**

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

2

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES AT PLANTATION BAY
(Section 2E-V, Unit 1)

THIS DOCUMENT PREPARED BY:

Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES AT PLANTATION BAY**

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 Common Area
- Section 2.4 Developer
- Section 2.5 Limited Common Area
- Section 2.6 Lot
- Section 2.7 Master Association
- Section 2.8 Master Covenants
- Section 2.9 Owner
- Section 2.10 Property or Subdivision
- Section 2.11 Unit
- Section 2.12 The Work

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS
AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- Section 4.1 Membership
- Section 4.2 Classification
- Section 4.3 Co-Ownership

ARTICLE V COMMON AREA RIGHTS

- Section 5.1 Conveyance of Common Area
- Section 5.2 Owners' Easement of Enjoyment
- Section 5.3 Right of the Developer to Designate Property as Common Area or to
Withdraw Property from the Common Area
- Section 5.4 Easement for Maintenance Purposes

ARTICLE VI PROPERTY RIGHTS AND USE RESTRICTIONS

- Section 6.1 Residential Use
- Section 6.2 No Detached Buildings
- Section 6.3 Nuisances
- Section 6.4 Antenna
- Section 6.5 Lakes
- Section 6.6 Insurance and Casualty Damages
- Section 6.7 Trees
- Section 6.8 Artificial Vegetation
- Section 6.9 Signs
- Section 6.10 Lighting
- Section 6.11 Animals
- Section 6.12 Maintenance of Driveways
- Section 6.13 Reciprocal Easements
- Section 6.14 Side and Rear Lot Line Easements
- Section 6.15 All Rights and Easements Appurtenant
- Section 6.16 Utility and Drainage Easements
- Section 6.17 Parking Restrictions
- Section 6.18 Unit and Lot Restrictions
- Section 6.19 Use of Lots
- Section 6.20 Leases
- Section 6.21 Front Yard Restrictions
- Section 6.22 Rear Yard Restrictions
- Section 6.23 Side Yard Restrictions
- Section 6.24 Rubbish
- Section 6.25 Master Covenants
- Section 6.26 Reservation of Right to Release Restrictions

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 7.1 Landscaping and Yard Maintenance
- Section 7.2 Services
- Section 7.3 Personal Property
- Section 7.4 Rules and Regulations
- Section 7.5 Implied Rights
- Section 7.6 Access by Association
- Section 7.7 Termite and Pest Protection

ARTICLE VIII COVENANTS FOR ASSESSMENTS

- Section 8.1 Assessments Established
- Section 8.2 Purpose of Assessments
- Section 8.3 Amount
- Section 8.4 Special Assessments for Capital Improvements

- Section 8.5 Specific Assessments
- Section 8.6 Commencement of Annual Assessment
- Section 8.7 Lien for Assessment
- Section 8.8 Remedies of the Association
- Section 8.9 Foreclosure
- Section 8.10 Homesteads
- Section 8.11 Subordination of Lien
- Section 8.12 Capitalization of Association
- Section 8.13 Developer's Assessments

ARTICLE IX OBLIGATIONS OF OWNERS

- Section 9.1 Exterior Unit Maintenance
- Section 9.2 Alterations
- Section 9.3 Insurance and Casualties
- Section 9.4 Sanitary Sewage Line

ARTICLE X ARCHITECTURAL CONTROL

- Section 10.1 Architectural Review and Approval
- Section 10.2 Review Procedures
- Section 10.3 Variance
- Section 10.4 Assignment
- Section 10.5 Limited Liability

ARTICLE XI PARTY WALLS

- Section 11.1 General Rules of Law to Apply
- Section 11.2 Sharing of Repair and Maintenance
- Section 11.3 Destruction by Fire or Other Casualty
- Section 11.4 Weatherproofing
- Section 11.5 Right to Contributions Runs with Land
- Section 11.6 Easement

ARTICLE XII UTILITY PROVISIONS

- Section 12.1 Water System
- Section 12.2 Sewage System
- Section 12.3 Solid Waste Recycling
- Section 12.4 Utility Services
- Section 12.5 Cable Television, Radio or Other Communication Lines

ARTICLE XIII GENERAL PROVISIONS

- Section 13.1 Remedies for Violations

- Section 13.2 Severability
- Section 13.3 Additional Restrictions
- Section 13.4 Titles
- Section 13.5 Termination or Amendment
- Section 13.6 Conflict or Ambiguity in Documents
- Section 13.7 Usage
- Section 13.8 Effective Date

Exhibit A – Property

Exhibit B – Common Area

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES AT PLANTATION BAY**

THIS DECLARATION is made this 20th day of April, 2004, by **PRESTWICK AT PLANTATION BAY**, a Florida general partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens, and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title, or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors, and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II
DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Prestwick Townhomes at Plantation Bay Property Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses, and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by

the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof, together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.4 **Developer.** Prestwick at Plantation Bay, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Prestwick at Plantation Bay as the Developer of the Property is not intended, and shall not be construed, to impose upon Intervest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Prestwick at Plantation Bay and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Master Association.** Plantation Bay Community Association, Inc., a Florida not-for-profit corporation.

Section 2.8 **Master Covenants.** Master Declaration of Covenants and Restrictions for Plantation Bay Community Association, Inc. recorded in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, and in Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida, as amended.

Section 2.9 **Owner.** The record owner or owners of any Lot.

Section 2.10 **Property or Subdivision.** The real property described on the attached Exhibit A, and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.11 **Unit.** A single family townhome dwelling located on a Lot as part of a multifamily building.

Section 2.13 **The Work.** The initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be

broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Plantation Bay; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.1 **Membership.** Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification**. The Association has two classes of voting membership:

(a) **Class A**. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) **Class B**. The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2010; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

Section 4.3 **Co-Ownership**. If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions, and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment**. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including applicable zoning regulations;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot that is so affected. Addition of land to, and withdrawal of land from, the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Volusia County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments, or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. The Association shall maintain those portions of the Common Area, if any, designated by applicable permit as conservation tracts, stormwater management tracts, or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state, and federal authorities having jurisdiction. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.3, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.4 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner that unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI **PROPERTY RIGHTS AND USE RESTRICTIONS**

Section 6.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 6.1. Such Lots may be used for model homes during the development and sale of Lots within the Property. No Lot shall be divided, subdivided, or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot that may be subdivided pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 6.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 6.3 **Nuisances.** Nothing shall be done or maintained on any Lot that may be or become an annoyance or nuisance to any party. Any activity on a Lot that interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper, or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances, and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 6.4 **Antenna.** The installation of all aerials, antennae, or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time and applicable law.

Section 6.5 **Lakes.** Only the Developer and Master Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in or on any such lake. No boats shall be permitted to be operated on any lake, and no swimming shall be permitted therein. Lots that now or may hereafter be adjacent to, or include a

portion of, a lake (the "lake parcels") shall be maintained so that such grass, planting, or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade, and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who, in the opinion of the Association, may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 6.6 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. Each Owner shall be required to provide the Association with written proof of the existence of such insurance coverage upon request. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year, and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot, and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 6.7 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed, or removed from a Lot without the prior express written consent of the Developer.

Section 6.8 **Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 6.9 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 6.10 **Lighting.** No exterior lighting shall be permitted that alters the residential character of the Subdivision, without the prior written approval of the Association.

Section 6.11 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the

Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Not more than two (2) domestic pets may be kept on any Lot, and no such domestic pet may exceed twenty-five (25) pounds in weight. Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.12 **Maintenance of Driveways and Sidewalks.** Each Lot Owner shall be responsible for maintenance of the driveway and sidewalk serving his Lot.

Section 6.13 **Reciprocal Easements.** There are hereby granted reciprocal appurtenant easements between adjacent Lots for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls, or party walls, as provided in this Declaration for the benefit of those persons, including the Association, responsible for or permitted to perform such maintenance, repair, and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces, and sidewalks (and the use thereof for permitted parking purposes and pedestrian access respectively), and for maintenance thereof and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; (v) common sewer lines providing sewage collection facilities to adjacent Lots and for maintenance and repair of shared sewage lines; and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes of and such easements for encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television, radio cables, or utility metering devices and appurtenances) servicing more than one Lot, but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement upon a Lot is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

Section 6.14 **Side and Rear Lot Line Easements.** As the nature of townhouse development necessitates the entry onto adjacent Lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to each adjacent abutting Lot Owner, as to the side of each Lot and rear of interior Lots, and the Association, an easement for ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of the Unit upon such adjacent Lot to the landscaping improvements upon the adjacent Lot.

Section 6.15 **All Rights and Easements Appurtenant.** The benefit of all rights and easements granted by this Article VI constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article VI, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article VI, unless this Article VI expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

Section 6.16 **Utility and Drainage Easements.** The Developer reserves certain rights as provided herein for the benefit of itself and utility companies designated by Developer to service the Property, an easement over, upon and under the Property and the specific easement areas shown on the plat of the Property. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release, or otherwise assign the easements, except to the extent such easements have been dedicated to governmental authorities or public utility companies. The easements may be used to construct, maintain, and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission, and use of electricity, gas, telephone, water, and other utilities, provided such use of the easements shall not unreasonably interfere with continued use and occupancy of any Unit by an Owner.

Section 6.17 **Parking Restrictions.** Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles, no vehicle, boat, camper, recreational vehicle, motor home, or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No automobile covered by a tarp may be parked or stored on the Property. No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos, or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded, and provided that no parking in such streets shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours

Section 6.18 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall

be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the Developer without the prior written approval of the Association.

Section 6.19 **Use of Lots.** Each Lot shall be improved and used for single family residential purposes only and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, (i) the letting, renting, or leasing of Lots does not constitute a trade of business prohibited by this Article VI; and (ii) home-based businesses shall be permitted, provided that such businesses do not generate traffic to and from the Lot in excess of the traffic that would normally be generated by the occupancy of such Lot by an Owner and such Owner's family.

Section 6.20 **Leases.** No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than three (3) months, nor shall any such dwelling or improvement be leased more than three (3) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

Section 6.21 **Front Yard Restrictions.** Within the area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard"), no fence, walls, storage areas, or structures of any type may be erected, except a mailbox, and sidewalks and driveways installed as part of the Work. No additional parking spaces shall be constructed nor any other area used as a parking space within a Front Yard.

Section 6.22 **Rear Yard Restrictions.** The area of each lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the Front Yard. Further, except fences, walls, and structures constructed as part of the Work, no fence, walls, storage areas, or structures of any type may be erected in any Rear Yard.

Section 6.23 **Side Yard Restrictions.** The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard"), is subject in all respects to the same restrictions as the Rear Yard.

Section 6.24 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

Section 6.25 **Master Covenants.** The Property is subject to all terms and provisions of the Master Covenants. Among other things, the Master Covenants permit the Master Association to contract for bulk rate services, including without limitation, cable television, internet access, and telephone service. All expenses incurred by the Master Association in connection with any such contract shall constitute an expense that may be funded through the collection of assessments from the Owners by the Master Association pursuant to the Master Covenants. In the event of a conflict

between the provisions of the Master Covenants and the provisions of this Declaration, the more restrictive provision shall control. In the event of any ambiguity between such provisions, the decision and interpretation of the Board of Directors of the Master Association shall be dispositive. In the event that the Association shall fail to enforce any provision of this Declaration, the Master Association shall have the right on not less than fifteen (15) days prior notice to the Association to enforce such provision at the expense of the Association.

Section 6.26 **Reservation of Right to Release Restrictions.** In addition to the easement rights granted by this Declaration, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot boundary or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property. Upon the granting of such a release to an Owner, copies of such grants shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of each of the affected Lots.

ARTICLE VII **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 7.1 **Building, Landscaping and Yard Maintenance.** The Association shall maintain, repair, and replace all building surfaces on the exterior of each Unit, including without limitation, the roof, gutters, downspouts, and exterior building surfaces, exclusive of glass surfaces, screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on any Lot, all of which shall be maintained by such Owner in accordance with Section 9.1 hereof. The Association shall also provide routine landscaping maintenance for each Lot in a manner, and with such frequency, as is consistent with good property management, the cost of which shall be included in the Annual Assessments described in Article VIII hereof. Such maintenance shall include maintenance, care, and replacement of trees, shrubs, grass, and other similar green areas lying within each Lot, and maintenance and repair of the common irrigation system serving each Lot. Nothing contained herein shall require the Association to perform any maintenance, repair, or restoration due to fire or other casualty to the Lot.

Section 7.2 **Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws, or rules and regulations. The Association may contract with others to furnish trash collection, insurance coverage, building

maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.3 **Personal Property**. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

Section 7.4 **Rules and Regulations**. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles, and Bylaws, as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors, and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.5 **Implied Rights**. The Association may exercise any other right, power, or privilege given to it expressly by this Declaration, the Articles, or Bylaws, and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

Section 7.6 **Access by Association**. The Association has a right of entry onto each Lot to the extent reasonably necessary to discharge its rights of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by law, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents or employees of any such contractor or manager.

Section 7.7 **Termite and Pest Protection**. The Association shall annually cause each Unit to be inspected by a certified pest control operator for termites and other wood destroying insects, and shall maintain a termite and wood destroying insect repair and treatment bond with respect to each Unit. The Association shall provide each Owner with a copy of each annual inspection and evidence that the bond is in full force and effect. The cost of these services shall be included in the Annual Assessments described in Article VII hereof.

ARTICLE VIII
COVENANTS FOR ASSESSMENTS

Section 8.1 **Assessments Established.** For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments, as defined in Section 8.2 of this Article;
- (b) Special assessments, as defined in Section 8.4 of this Article;
- (c) Specific assessments against any particular Lot that is established pursuant to any provisions of this Declaration; and
- (d) All excise or sales taxes, if any, that from time to time may be imposed upon all or any portion of the assessments authorized by this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for pretrial preparation, trial, and appeal, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

Section 8.2 **Purpose of Assessments.** The annual assessments ("Annual Assessments") levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for all purposes reasonably contemplated by the provisions of this Declaration. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

- (a) to the extent Common Area is conveyed to the Association, the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof;
- (b) to provide common landscaping maintenance, the termite bond, and other services described in Article VII hereof; and
- (c) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to law.

Section 8.3 **Amount.**

(a) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one thousand four hundred forty and No/100 Dollars (\$1,440.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum Annual Assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than ten percent (10%) above the maximum Annual Assessment for the previous year unless otherwise approved by a unanimous vote of the Board of Directors.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least thirty (30) days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors, without interest, so long as payment is not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least thirty (30) days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

Section 8.4 **Special Assessments for Capital Improvements.** In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, maintenance, renewal, repair, or replacement of personal property or capital improvements within the Property, provided that such assessment is approved by the Board of Directors.

Section 8.5 **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, the Articles or Bylaws, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain the exterior of his Unit, or failure to maintain adequate insurance as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

Section 8.6 **Commencement of Annual Assessment.** Annual Assessments shall commence as to all Lots within the Property on the first day of the month following the recording of the first deed of a Unit from the Developer to an Owner other than Developer. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a

reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance. Annual Assessments and all other assessments against a Lot shall be collected monthly, quarterly, or annually as determined by the Board of Directors.

Section 8.7 **Lien for Assessment**. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage held by an institutional lender ("First Mortgage") encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than thirty (30) days delinquent.

Section 8.8 **Remedies of the Association**. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or common services provided by the Association, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 8.9 **Foreclosure**. The liens for sums assessed pursuant to this Article VIII may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for pretrial preparation, trial, and appeal. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner on such deficiency, in its sound judicial discretion.

Section 8.10 **Homesteads**. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment

established by this Article VIII is for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 8.11 **Subordination of Lien.** The lien for the assessments provided in this Article VIII is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure, or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that becomes due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to the holder of any First Mortgage encumbering a Lot, any assessments remaining unpaid for more than thirty (30) days, and shall give such holder thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgage holder has previously given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description, and stating the address to which notices shall be given.

Section 8.12 **Capitalization of Association.** Upon acquisition of record title to a Unit from Declarant, each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Developer (the "Capital Contributions"). This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the Development, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.

Section 8.13 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period, as such term is hereafter defined, the Lots and other portions of the Property owned by the Developer shall not be subject to any assessments of any description levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer, and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE IX
OBLIGATIONS OF OWNERS

Section 9.1 **Exterior Unit Maintenance and Alterations.** Each Owner shall, at such Owner's expense, maintain, repair, and replace all glass surfaces and screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the work, subject to normal wear and tear that cannot be avoided by normal maintenance. If any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit required to be maintained by such Owner pursuant to this Section 9.1, following fifteen (15) days prior written notice from the Association to the Owner specifying the required maintenance or repair items, the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article VIII of this Declaration.

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Association.

Section 9.3 **Insurance and Casualties.** The following insurance requirements and provisions for casualties shall apply to each of the Units:

(a) Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs, against loss or damage by fire, or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location, and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

(b) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, a Unit shall be payable solely to the owner's mortgagee, if any, and the Owner, except in the case of damage to more than one (1) contiguous unit(s), in which case the damage shall be adjusted with the carrier by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Units damaged and the Owner's mortgagee, if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving

the Association, and Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable without an increase in cost, a waiver of the right of subrogation against any Lot Owner, members of the Lot Owners family, the Association, its officers, agents and employees, as well as a waiver of the pro rata clause and no other insurance clause.

(c) In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance payable to the Association as trustee for the Owners, the Board of Directors shall, with the concurrence of applicable holders of First Mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as existed immediately prior to the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, construction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of so repairing or rebuilding the affected buildings, the Board of Directors shall levy a special assessment for the deficiency amount against all Owners of the damaged Units in such proportions as the Board of Directors shall deem fair and equitable. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

(d) In the event of damage or destruction to a Unit by fire or other casualty, the proceeds of which are payable to a Unit Owner and applicable mortgagee, the damaged Unit shall be repaired or restored to its pre-existing condition as soon as reasonably practical. The affected Lot shall be promptly restored to a clean and orderly condition subsequent to any such damage or destruction.

ARTICLE X **ARCHITECTURAL CONTROL**

Section 10.1 **Architectural Review and Approval**. No landscaping, improvement, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway, or other improvement shall be commenced, erected, placed, or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same have been submitted to, and approved in writing by, the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees, and other natural vegetation, and as to specific conformance with architectural criteria that may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer, and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within forty-five (45) days of each submission. Any

change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 10.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article X:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Developer that shall be applicable to all or any portions of Plantation Bay. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article X. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article X, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article X.

(f) To assign to the Association all, or any portion, of Developer's rights of architectural review as reserved by this Article X.

Section 10.3 **Variance.** The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer, and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If

such a variance is granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 10.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article X to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article X. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article X.

Section 10.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Developer as contemplated by this Article, the Developer, the ARB, and the Association shall not be liable to any Owner, or to any other person, on account of any claim, liability, damage, or expense suffered or incurred by, or threatened against, an Owner or such other person and arising out of, or in any way related to, the subject matter of any such reviews, acceptances, inspections, permissions, consents, or required approvals, whether given, granted, or withheld by the Developer, the ARB, or the Association.

ARTICLE XI **PARTY WALLS**

Section 11.1 **General Rules of Law to Apply**. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 **Sharing of Repair and Maintenance**. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use. In the event that any Owners should fail to refuse or perform or pay for any maintenance, repairs, or restorations as required by this Article XI, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida:

(a) The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner by certified or registered mail, postage prepaid, and deposited in the United States Mail.

(b) After expiration of the thirty (30) days following service of the demand, if the delinquent Owner has failed or refused to make the demanded maintenance, repairs, or restorations, the affected Owner may cause such maintenance, repairs, or restorations to be made. In such event, the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs, or restorations, and any damage sustained by the Unit, or loss or expense incurred by the affected Owner, by reason of such failure to timely maintain or restore such party wall, and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under these provisions shall be superior to, or effective against, any bona fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

Section 11.3 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the wall may restore it and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional acts or omissions.

Section 11.4 **Weatherproofing.** Notwithstanding any other provision of this Article XI, an Owner who by his negligent, willful, or intentional act or omission causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 11.5 **Right to Contributions Runs with Land.** The right of any Owner to contribution from any other Owner under this Article XII is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 11.6 **Easement.** In the event that there shall be located within any party walls pipes, vents, outlets, or other structures serving one or more Lot or Units, the Owner of each Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet, or other structure.

ARTICLE XII **UTILITY PROVISIONS**

Section 12.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water

lines serving such Owner's Unit that are located between the water meter and such Unit. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 12.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines serving such Owner's Unit that are located between the sewer clean-out structure and such Owner's Unit, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal, or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 12.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Volusia County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads may be constructed within the Property and shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 12.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 12.5 **Cable Television, Radio or Other Communication Lines**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance, and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 12.5, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 **Remedies for Violations**.

13.1.1 If any Owner or other person shall violate, or attempt to violate, any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating, or attempting to violate, any such covenant; or (ii) to maintain any proceeding against those so violating, or attempting to violate, any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provision of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-

prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule, or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of such an officer, director, or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, that shall remain in full force and effect.

Section 13.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered that are not inconsistent with, and that do not lower standards established by, this Declaration.

Section 13.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 **Termination or Amendment**. The covenants, restrictions, easements, and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Volusia County, Florida. For so long as there is a Class B Membership, and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area, and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and VA, the request shall be deemed approved thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

Section 13.6 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.7 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Volusia County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 20 day of APRIL 2004.

Signed, sealed and delivered in the presence of:

PRESTWICK AT PLANTATION BAY
Florida general partnership

James A. Hagan
James A. Hagan

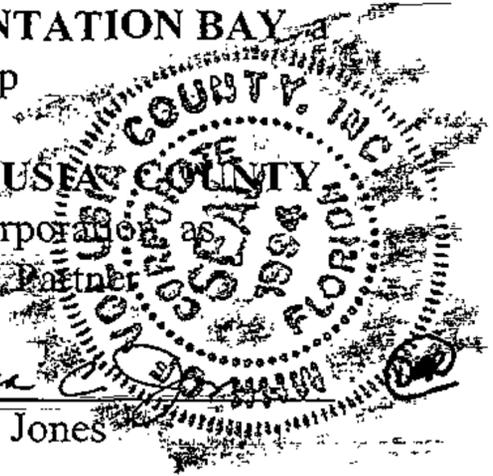
(Print Name)

Trish L. Mohr
Trish L. Mohr

(Print Name)

By: **MHK OF VOLUSIA COUNTY INC.**, a Florida corporation as Managing General Partner

By: Cynthia C. Jones
Cynthia C. Jones
President



STATE OF FLORIDA)

COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 20 day of APRIL, 2004, by Cynthia C. Jones, the President of MHK of Volusia County, Inc., a Florida corporation, as Managing General Partner of **PRESTWICK AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership

Trish L. Mohr
(Print Name Trish L. Mohr)

NOTARY PUBLIC, State of _____
Commission # _____

My Commission Expires: _____

Personally Known or Produced I.D.

[check one of the above]

Type of Identification Produced



Exhibit A – Property
Exhibit B – Common Area

EXHIBIT A

PB 2EV-1 LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION OF TRACT "C", PLANTATION BAY SECTION 1E-V, UNIT 2, AS RECORDED IN MAP BOOK 49, PAGES 57-61, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY MOST CORNER OF TRACT "A", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE S56°35'26"W, ALONG THE NORTHERLY LINE OF SAID TRACT "A", 502.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE EASTERLY LINE OF TRACT "A", PLANTATION BAY SECTION 1E-V, UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 149-154, OF SAID PUBLIC RECORDS; THENCE N33°24'34"W, ALONG SAID EASTERLY LINE OF TRACT "A", 109.01 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 33°28'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 332.99 FEET; THENCE N00°03'45"E, 411.76 FEET; THENCE DEPARTING SAID EASTERLY LINE, N76°27'46"E, 786.12 FEET; THENCE N24°28'42"W, 310.00 FEET; THENCE N65°31'18"E, 26.74 FEET; THENCE N53°20'49"W, 285.65 FEET; THENCE N40°11'55"E, 899.35 FEET; THENCE S35°10'12"E, 1,163.49 FEET; THENCE S78°38'14"E, 68.69 FEET; THENCE S63°52'15"E, 140.00 FEET; THENCE S67°03'26"E, 50.07 FEET; THENCE S78°51'51"E, 93.56 FEET; THENCE S71°52'57"E, 49.36 FEET; THENCE S48°06'25"E, 745.31 FEET; THENCE S52°42'22"E, 489.17 FEET; THENCE S69°16'49"W, 1,100.75 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE S34°55'51"W, 50.55 FEET; THENCE S43°22'09"W, 120.00 FEET; THENCE N46°37'51"W, 8.00 FEET; THENCE S70°47'13"W, 306.19 FEET TO THE EASTERLY LINE OF TRACT "C", SAID PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE N47°37'10"W, ALONG SAID EASTERLY LINE, 790.66 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE N52°01'10"W, 248.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 13°00'15" AND A CHORD BEARING OF S63°05'34"W, THENCE DEPART SAID EASTERLY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 73.76 FEET TO THE NORTHERLY LINE OF SAID TRACT "C", PLANTATION BAY, SECTION 1E-V, UNIT 2; THENCE S56°35'26"W ALONG SAID NORTHERLY LINE, 5.03 FEET TO THE EASTERLY LINE OF SAID TRACT "A"; THENCE N33°24'34"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80.541 ACRES, MORE OR LESS.

EXHIBIT B

Common Area

Tracts F, G, H, I and J as shown on the plat for Plantation Bay Section 2 E-V, Unit 1, recorded in Map Book 50, Pages 181 through 187 of the public records of Volusia County, Florida.

This Document Prepared by
J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, Florida 32119

Return to:
Margie Hall
Diversified Property Management
P.O. Box 291910
Port Orange, Florida 32129

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
PRESTWICK TOWNHOMES AT PLANTATION BAY**
(Section 2E-V, Unit 1)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRESTWICK TOWNHOMES AT PLANTATION BAY (Section 2E-V, Unit 1 ("First Amendment")) is made effective September 30th, 2011 by PRESTWICK TOWNHOMES AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

Recitals:

A. The Declaration of Covenants and Restrictions for Prestwick Townhomes at Plantation Bay is recorded in Official Records Book 5313, at Page 2762 and the Supplemental Declaration of Covenants and Restrictions for Prestwick Townhomes at Plantation Bay is recorded in Official Records Book 5770, at Page 4040, all of the public records of Volusia County, Florida (collectively the "Declaration").

B. Pursuant to Section 13.5 of the Declaration, Owners holding not less than two thirds (2/3) of the total votes of the Association have agreed to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, the Declaration is amended as follows:

1. All capitalized terms contained in this First Amendment shall have the same meanings as such terms are defined in the Declaration.

2. Article VI, Property Rights and Use Restrictions, is hereby amended as follows, all other provision is Article VI not amended herein shall remain unchanged and as contained in the Declaration:

Section 6.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 6.4 **Antenna.** The installation of all aerials, antennae, or satellite dishes shall be subject to the approval of the Developer Architectural Review Board (as set forth in Article X) in accordance with architectural criteria imposed by the Developer or the Association from time to time and applicable law.

Section 6.7 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed, or removed from a Lot without the prior express written consent of the Developer Architectural Review Board.

Section 6.8 **Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 6.9 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer or Architectural Review Board.

Section 6.10 **Lighting.** No exterior lighting shall be permitted that alters the residential character of the Subdivision, without the prior written approval of the Association Architectural Review Board.

Section 6.11 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot outdoors. Cats should be kept indoors and not allowed to roam. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Not more than two (2) domestic pets may be kept on any Lot, and no such domestic pet may exceed twenty-five (25) pounds in weight. Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.17 **Parking Restrictions.** ~~Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles,~~ No vehicle, boat, camper, recreational vehicle, motor home, or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No automobile covered by a tarp may be parked or stored on the Property. No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos, or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded and no overnight parking is permitted. ~~and provided that no parking in such streets shall be permitted between the hours of 10:00 p.m. and 7:00a.m.~~ The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours

Section 6.18 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the ~~Association~~ Architectural Review Board, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the

Developer without the prior written approval of the Association Architectural Review Board.

Section 6.24 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, ~~or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.~~

3. Article VIII Covenants For Assessments is hereby amended as follows, all other provision is Article VIII not amended herein shall remain unchanged and as contained in the Declaration:

~~Section 8.12 **Capitalization of Association.** Upon acquisition of record title to a Unit from Declarant, each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half(1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Developer (the "Capital Contributions"). This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the Development, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.~~

4. Article IX Obligations of Owners is hereby amended as follows, all other provision in Article IX not amended herein shall remain unchanged and as contained in the Declaration:

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Association Architectural Review Board.

5. Article X Architectural Control is hereby amended as follows, all other provisions in Article X not amended herein shall remain unchanged and as contained in the Declaration:

Section 10.1 **Architectural Review and Approval.** No landscaping, improvement, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway, or other improvement shall be commenced, erected, placed, or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same have been submitted to, and approved in writing by, the ~~Developer or the Developer's designee~~ Architectural Review Board. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees, and other natural vegetation, and as to specific conformance with architectural criteria that may be imposed from time to time by the ~~Developer~~ Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the ~~Developer~~ Architectural Review Board, and no plan or specification shall be deemed approved unless a written approval is granted by the ~~Developer~~ Architectural Review Board to the Owner submitting same. The ~~Developer~~ Architectural Review Board shall approve or disapprove plans and specifications properly submitted within forty-five (45) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ~~Developer~~ Architectural Review Board to the Owner submitting same.

Section 10.2 **Review Procedures.** The ~~Developer~~ Architectural Review Board shall have the following rights with respect to architectural review and approval conducted in accordance with this Article X:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the ~~Developer~~ Architectural Review Board that shall be applicable to all or any portions of Plantation Bay. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It

shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article X. The Developer Architectural Review Board may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer Architectural Review Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article X, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon.

~~(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.~~

~~(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article X.~~

~~(f) To assign to the Association all, or any portion, of Developer's rights of architectural review as reserved by this Article X.~~

Section 10.3 **Variance.** The Developer Architectural Review Board may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer Architectural Review Board, and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall

have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

6. Article XIII Architectural Control is hereby amended as follows, all other provisions in Article XIII not amended herein shall remain unchanged and as contained in the Declaration:

Section 13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule, or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the ~~Enforcement Committee (as defined below)~~ Board at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Compliance Committee: The Board of Directors shall appoint an Compliance Committee to perform the functions given it under this Section. The Compliance Committee shall consist of at least three (3) Members who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of such an officer, director, or employee. The Compliance Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the ~~Enforcement~~ Compliance Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the ~~Enforcement Committee~~ Board shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: ~~Enforcement Committee~~ The Board (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum

amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

~~Section 13.3 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered that are not inconsistent with, and that do not lower standards established by, this Declaration.~~

Section 13.5 Termination or Amendment. The covenants, restrictions, easements, and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of ~~fifty (50)~~ thirty (30) years and ~~shall be automatically renewed for successive ten (10) year periods~~ unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants. ~~provided, however, that so long as the Developer owns any land within the Property, or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property.~~ Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Volusia County, Florida. For so long as there is a Class B Membership, and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area, and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and VA, the request shall be deemed approved thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

7. Except as specifically amended hereby, all terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be duly executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of

Margaret Hall
MARGARET HALL

Gerald E. Ellsworth
Print Name

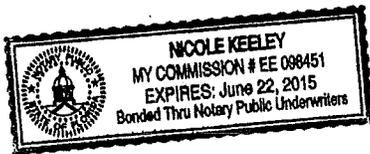
Nicole Keeley
Print Name **NICOLE KEELEY**

State of Florida
County of Volusia

PRESTWICK TOWNHOMES AT
PLANTATION BAY PROPERTY OWNERS
ASSOCIATION, INC., A Florida not for
profit corporation

By: Gerald E. Ellsworth
Gerald E. Ellsworth, President

The foregoing instrument was acknowledged before me this 30th day of SEPTEMBER, 2011, by Gerald E. Ellsworth President of PRESTWICK TOWNHOMES AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced _____ as identification.



Nicole Keeley
Print Name **NICOLE KEELEY**
Notary Public
State of Florida at Large
Commission # _____
My Commission Expires:

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES II AT PLANTATION BAY
(Section 2E-V, Unit 4)

This Document Prepared By:
Andy Hagan, Esquire
2379 Beville Road
Daytona Beach, Florida 32119

**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES II AT PLANTATION BAY**

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 I-95 Berm
- Section 2.3 Board
- Section 2.4 Common Area
- Section 2.5 Developer
- Section 2.6 Limited Common Area
- Section 2.7 Lot
- Section 2.8 Master Association
- Section 2.9 Master Covenants
- Section 2.10 Owner
- Section 2.11 Property or Subdivision
- Section 2.12 Unit
- Section 2.13 The Work

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS
AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- Section 4.1 Membership
- Section 4.2 Classification
- Section 4.3 Co-Ownership

ARTICLE V COMMON AREA RIGHTS

- Section 5.1 Conveyance of Common Area
- Section 5.2 Owners' Easement of Enjoyment
- Section 5.3 Right of the Developer to Designate Property as Common Area or to
Withdraw Property from the Common Area
- Section 5.4 Easement for Maintenance Purposes

ARTICLE VI PROPERTY RIGHTS AND USE RESTRICTIONS

- Section 6.1 Residential Use
- Section 6.2 No Detached Buildings
- Section 6.3 Nuisances
- Section 6.4 Antenna
- Section 6.5 Play Equipment
- Section 6.6 Lakes
- Section 6.7 Insurance and Casualty Damages
- Section 6.8 Trees
- Section 6.9 Artificial Vegetation
- Section 6.10 Signs
- Section 6.11 Lighting
- Section 6.12 Animals
- Section 6.13 Maintenance of Driveways
- Section 6.14 Reciprocal Easements
- Section 6.15 Side and Rear Lot Line Easements
- Section 6.16 All Rights and Easements Appurtenant
- Section 6.17 Utility and Drainage Easements
- Section 6.18 Parking Restrictions
- Section 6.19 Unit and Lot Restrictions
- Section 6.20 Use of Lots
- Section 6.21 Leases
- Section 6.22 Front Yard Restrictions
- Section 6.23 Rear Yard Restrictions
- Section 6.24 Side Yard Restrictions
- Section 6.25 Rubbish
- Section 6.26 Master Covenants
- Section 6.27 Reservation of Right to Release Restrictions

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 7.1 Common Area Maintenance
- Section 7.2 Landscaping and Yard Maintenance
- Section 7.3 I-95 Berm Maintenance
- Section 7.4 Services
- Section 7.5 Personal Property
- Section 7.6 Rules and Regulations
- Section 7.7 Implied Rights
- Section 7.8 Access by Association
- Section 7.9 Termite and Pest Protection

ARTICLE VIII COVENANTS FOR ASSESSMENTS

- Section 8.1 Assessments Established
- Section 8.2 Purpose of Assessments
- Section 8.3 Amount
- Section 8.4 Special Assessments for Capital Improvements
- Section 8.5 Specific Assessments
- Section 8.6 Commencement of Annual Assessment
- Section 8.7 Lien for Assessment
- Section 8.8 Remedies of the Association
- Section 8.9 Foreclosure
- Section 8.10 Homesteads
- Section 8.11 Subordination of Lien
- Section 8.12 Capitalization of Association
- Section 8.13 Developer's Assessments

ARTICLE IX OBLIGATIONS OF OWNERS

- Section 9.1 Exterior Unit Maintenance
- Section 9.2 Alterations
- Section 9.3 Insurance and Casualties

ARTICLE X ARCHITECTURAL CONTROL

- Section 10.1 Architectural Review and Approval
- Section 10.2 Review Procedures
- Section 10.3 Variance
- Section 10.4 Limited Liability

ARTICLE XI PARTY WALLS

- Section 11.1 General Rules of Law to Apply
- Section 11.2 Sharing of Repair and Maintenance
- Section 11.3 Destruction by Fire or Other Casualty
- Section 11.4 Weatherproofing
- Section 11.5 Right to Contributions Runs with Land
- Section 11.6 Easement

ARTICLE XII UTILITY PROVISIONS

- Section 12.1 Water System
- Section 12.2 Sewage System
- Section 12.3 Solid Waste Recycling
- Section 12.4 Utility Services
- Section 12.5 Cable Television, Radio or Other Communication Lines

ARTICLE XIII GENERAL PROVISIONS

- Section 13.1 Remedies for Violations
- Section 13.2 Severability
- Section 13.3 Additional Restrictions
- Section 13.4 Titles
- Section 13.5 Termination or Amendment
- Section 13.6 Conflict or Ambiguity in Documents
- Section 13.7 Usage
- Section 13.8 Effective Date

- Exhibit A - Property
- Exhibit B - Common Area
- Exhibit C - By-Laws

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES II AT PLANTATION BAY**

THIS DECLARATION is made this 28th day of February, 2012, by **PRESTWICK AT PLANTATION BAY**, a Florida general partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens, and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title, or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors, and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Prestwick Townhomes II at Plantation Bay Property Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **I-95 Berm** Earthen berm constructed adjacent to the Interstate 95 right-of-way.

Section 2.3 **Board**. The Board of Directors of the Association.

Section 2.4 **Common Area**. All real property (including easements, licenses, and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary

Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof, together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.5 **Developer.** Prestwick at Plantation Bay, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Prestwick at Plantation Bay as the Developer of the Property is not intended, and shall not be construed, to impose upon Intervest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Prestwick at Plantation Bay and develop and resell the same.

Section 2.6 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.7 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.8 **Master Association.** Plantation Bay Community Association, Inc., a Florida not-for-profit corporation.

Section 2.9 **Master Covenants.** Master Declaration of Covenants and Restrictions for Plantation Bay Community Association, Inc. recorded in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, and in Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida, as amended.

Section 2.10 **Owner.** The record owner or owners of any Lot.

Section 2.11 **Property or Subdivision.** The real property described on the attached Exhibit A, and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.12 **Unit.** A single family townhome dwelling located on a Lot as part of a multifamily building.

Section 2.13 **The Work.** The initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other

improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Plantation Bay; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.1 **Membership.** Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification.** The Association has two classes of voting membership:

(a) **Class A.** So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) **Class B.** The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) December 31, 2020; (ii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iii) when the Developer waives in writing the Class B votes and membership.

Section 4.3 **Co-Ownership.** If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions, and other matters of record, before the date which is three months after ninety (90) days following the conveyance of 90% of the total Lots owned by the Developer to any party. Upon the recordation of any plat, deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including applicable zoning regulations;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

- (d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;
- (e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot that is so affected. Addition of land to, and withdrawal of land from, the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Volusia County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments, or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. The Association shall maintain those portions of the Common Area, if any, designated by applicable permit as conservation tracts, stormwater management tracts, or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state, and federal authorities having jurisdiction. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.3, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.4 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner that unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI
PROPERTY RIGHTS AND USE RESTRICTIONS

Section 6.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 6.1. Such Lots may be used for model homes during the development and sale of Lots within the Property. No Lot shall be divided, subdivided, or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot that may be subdivided pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion; at the time written consent for such subdivision is given by the Developer.

Section 6.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Board.

Section 6.3 **Nuisances.** Nothing shall be done or maintained on any Lot that may be or become an annoyance or nuisance to any party. Any activity on a Lot that interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper, or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances, and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 6.4 **Antenna.** The installation of all aerials, antennae, or satellite dishes shall be subject to the approval of the Board in accordance with architectural criteria imposed by the Developer or the Association Board from time to time and applicable law.

Section 6.5 **Play Equipment** The installation of any play equipment, whether permanent or removable, shall be strictly prohibited in driveways, rights of ways or in yards, including but not limited to basketball hoops, skate board ramps, goals and swing sets.

Section 6.6 **Lakes.** Only the Board and Master Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Board and the Master

Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in or on any such lake. No boats shall be permitted to be operated on any lake, and no swimming shall be permitted therein. Lots that now or may hereafter be adjacent to, or include a portion of, a lake (the "lake parcels") shall be maintained so that such grass, planting, or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade, and contour of the embankment shall not be changed without the prior written consent of the Board and Master Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same shall have been approved by the Board. The Board shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Board shall have the right to deny such use to any person who, in the opinion of the Board, may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 6.7 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. Each Owner shall be required to provide the Association with written proof of the existence of such insurance coverage within fifteen (15) days of taking title. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year, and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot, and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 6.8 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed, or removed from a Lot without the prior express written consent of the Board.

Section 6.9 **Artificial Vegetation**. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

Section 6.10 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Board.

Section 6.11 **Lighting**. No exterior lighting shall be permitted that alters the residential character of the Subdivision, without the prior written approval of the Board.

Section 6.12 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the Unit. Cats shall be kept indoors and not allowed to roam outside. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. Any pet shall not be greater than 50 pounds. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any pair of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Not more than two (2) domestic pets may be kept on any Lot Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.13 **Maintenance of Driveways and Sidewalks**. Each Lot Owner shall be responsible for maintenance of the driveway and sidewalk serving his Lot. Staining, covering or painting any driveways is strictly prohibited.

Section 6.14 **Reciprocal Easements**. There are hereby granted reciprocal appurtenant easements between adjacent Lots for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls, or party walls, as provided in this Declaration for the benefit of those persons, including the Association, responsible for or permitted to perform such maintenance, repair, and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces, and sidewalks (and the use thereof for permitted parking purposes and pedestrian access respectively), and for maintenance thereof and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; (v) common sewer lines providing sewage collection facilities to adjacent Lots and for maintenance and repair of shared sewage lines; and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes of and such easements for encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television, radio cables, or utility metering devices and appurtenances) servicing more than one Lot, but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement upon a Lot is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

Section 6.15 **Side and Rear Lot Line Easements**. As the nature of townhouse development necessitates the entry onto adjacent Lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to each adjacent abutting

Lot Owner, as to the side of each Lot and rear of interior Lots, and the Association, an easement for ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of the Unit upon such adjacent Lot to the landscaping improvements upon the adjacent Lot.

Section 6.16 **All Rights and Easements Appurtenant.** The benefit of all rights and easements granted by this Article VI constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article VI, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article VI, unless this Article VI expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

Section 6.17 **Utility and Drainage Easements.** The Developer reserves certain rights as provided herein for the benefit of itself and utility companies designated by Developer to service the Property, an easement over, upon and under the Property and the specific easement areas shown on the plat of the Property. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release, or otherwise assign the easements, except to the extent such easements have been dedicated to governmental authorities or public utility companies. The easements may be used to construct, maintain, and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission, and use of electricity, gas, telephone, water, and other utilities, provided such use of the easements shall not unreasonably interfere with continued use and occupancy of any Unit by an Owner.

Section 6.18 **Parking Restrictions.** No vehicle, boat, camper, recreational vehicle, motor home, or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No automobile covered by a tarp may be parked or stored on the Property. No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos, or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded, and provided that no parking in such streets shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. The Board may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours

Section 6.19 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Association, except that an Owner shall replace

broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the Developer without the prior written approval of the Board.

Section 6.20 **Use of Lots.** Each Lot shall be improved and used for residential purposes only and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, (i) the letting, renting, or leasing of Lots does not constitute a trade of business prohibited by this Article VI; and (ii) home-based businesses shall be permitted, provided that such businesses do not generate traffic to and from the Lot in excess of the traffic that would normally be generated by the occupancy of such Lot by an Owner and such Owner's family.

Section 6.21 **Leases.** No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than three (3) months, nor shall any such dwelling or improvement be leased more than three (3) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's alternate mailing address during the term of the lease.

Section 6.22 **Front Yard Restrictions.** Within the area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard"), no fence, walls, storage areas, or structures of any type may be erected, except a mailbox, and sidewalks and driveways installed as part of the Work. No additional parking spaces shall be constructed nor shall any other area be used as a parking space within a Front Yard.

Section 6.23 **Rear Yard Restrictions.** The area of each lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the Front Yard. Further, except fences, walls, and structures constructed as part of the Work, no fence, walls, storage areas, or structures of any type may be erected in any Rear Yard.

Section 6.24 **Side Yard Restrictions.** The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard"), is subject in all respects to the same restrictions as the Rear Yard.

Section 6.25 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

Section 6.26 **Master Covenants.** The Property is subject to all terms and provisions of the Master Covenants. Among other things, the Master Covenants permit the Master Association to contract for bulk rate services, including without limitation, cable television, internet access, and telephone service. All expenses incurred by the Master Association in connection with any such contract shall constitute an expense that may be funded through the collection of assessments from

the Owners by the Master Association pursuant to the Master Covenants. In the event of a conflict between the provisions of the Master Covenants and the provisions of this Declaration, the more restrictive provision shall control. In the event of any ambiguity between such provisions, the decision and interpretation of the Board of Directors of the Master Association shall be dispositive. In the event that the Association shall fail to enforce any provision of this Declaration, the Master Association shall have the right on not less than fifteen (15) days prior notice to the Association to enforce such provision at the expense of the Association.

Section 6.27 **Reservation of Right to Release Restrictions.** In addition to the easement rights granted by this Declaration, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot boundary or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property. Upon the granting of such a release to an Owner, copies of such grants shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of each of the affected Lots.

ARTICLE VII **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 7.1 **Common Area Maintenance.** The Association shall, at all times, maintain the common areas in a presentable manner which promotes the health and welfare of the Owners. The Association hereby assumes responsibility for maintenance of the retaining walls, fences, landscaping, site lighting, gazebo, lake fountains, park improvements, sidewalks and any other appurtenant structure now or hereafter located on the common area property and designated easements. The Master Association is responsible for maintenance of the roads, streetlights and drainage systems.

Section 7.2 **Building, Landscaping and Yard Maintenance.** The Association shall maintain, repair, and replace all building surfaces on the exterior of each Unit, including without limitation, the roof, gutters, downspouts, and exterior building surfaces, exclusive of glass surfaces, screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on any Lot, all of which shall be maintained by such Owner in accordance with Section 9.1 hereof. The Association shall also provide routine landscaping maintenance for each Lot in a manner, and with such frequency, as is consistent with good property management, the cost of which shall be included in the Annual Assessments described in Article VIII hereof. Such maintenance shall include maintenance, care, and replacement of trees, shrubs, grass, and other similar green areas lying within each Lot, and maintenance and repair of the common irrigation system serving each Lot. Nothing contained herein shall require the Association to perform any maintenance, repair, or restoration due to fire or other casualty to the Lot.

Section 7.3 **I-95 Berm Maintenance** The Association shall maintain, repair, and replace all sections of the I-95 Berm, if any repair or replacement would become necessary. The I-95 Berm shall be maintained in a manner that promotes the growth of native vegetation with or without the use of irrigation. These native plants shall not be closely manicured and shall be maintained to encourage natural propagation and soil stabilization., the cost of which shall be included in the Annual Assessments described in Article VIII hereof.

Section 7.4 **Services**. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may contract for such other personnel as the Board determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws, or rules and regulations. The Board may contract with others to furnish trash collection, insurance coverage, building maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.5 **Personal Property**. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

Section 7.6 **Rules and Regulations**. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles, and Bylaws, as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors, and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.7 **Implied Rights**. The Association may exercise any other right, power, or privilege given to it expressly by this Declaration, the Articles, or Bylaws, and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

Section 7.8 **Access by Association**. The Association has a right of entry onto each Lot to the extent reasonably necessary to discharge its rights of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order

or other authority granted by law, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents or employees of any such contractor or manager.

Section 7.9 **Termite and Pest Protection.** The Association shall annually cause each Unit to be inspected by a certified pest control operator for termites and other wood destroying insects, and shall maintain a termite and wood destroying insect repair and treatment bond with respect to each Unit. The Association shall provide each Owner with a copy of each annual inspection and evidence that the bond is in full force and effect. The cost of these services shall be included in the Annual Assessments described in Article VII hereof.

ARTICLE VIII **COVENANTS FOR ASSESSMENTS**

Section 8.1 **Assessments Established.** For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments, as defined in Section 8.2 of this Article;
- (b) Special assessments, as defined in Section 8.4 of this Article;
- (c) Specific assessments against any particular Lot that is established pursuant to any provisions of this Declaration; and
- (d) All excise or sales taxes, if any, that from time to time may be imposed upon all or any portion of the assessments authorized by this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for pretrial preparation, trial, and appeal, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

Section 8.2 **Purpose of Assessments.** The annual assessments ("Annual Assessments") levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for all purposes reasonably contemplated by the provisions of this Declaration. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) to the extent Common Area is conveyed to the Association, the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof;

(b) to provide common landscaping maintenance, the termite bond, and other services described in Article VII hereof; and

(c) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to law.

Section 8.3 **Amount.**

(a) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one thousand five hundred sixty and No/100 Dollars (\$1,560.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual budget meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum Annual Assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than ten percent (10%) above the maximum Annual Assessment for the previous year unless otherwise approved by a unanimous vote of the Board of Directors.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least thirty (30) days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors, without interest, so long as payment is not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least thirty (30) days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

Section 8.4 **Special Assessments for Capital Improvements.** In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, maintenance, renewal, repair, or replacement of personal property or capital improvements within the Property, provided that such assessment is approved by the Board of Directors.

Section 8.5 **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, the Articles or Bylaws,

including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain the exterior of his Unit, or failure to maintain adequate insurance as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

Section 8.6 **Commencement of Annual Assessment.** Annual Assessments shall commence as to all Lots within the Property on the first day of the month following the recording of the first deed of a Unit from the Developer to an Owner other than Developer. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance. Annual Assessments and all other assessments against a Lot shall be collected monthly, quarterly, or annually as determined by the Board of Directors.

Section 8.7 **Lien for Assessment.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage held by an institutional lender ("First Mortgage") encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than thirty (30) days delinquent.

Section 8.8 **Remedies of the Association.** If the assessment is not paid within fifteen (15) days after the due date then the Association is entitled to collect a late fee for each such unpaid assessment in an amount to be determined by the Board of Directors. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or common services provided by the Association, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 8.9 **Foreclosure.** The liens for sums assessed pursuant to this Article VIII may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in State of Florida. In any such foreclosure, the Owner

is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for pretrial preparation, trial, and appeal. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner on such deficiency, in its sound judicial discretion.

Section 8.10 **Homesteads.** By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article VIII is for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 8.11 **Subordination of Lien.** The lien for the assessments provided in this Article VIII is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure, or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that becomes due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to the holder of any First Mortgage encumbering a Lot, any assessments remaining unpaid for more than thirty (30) days, and shall give such holder thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgage holder has previously given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description, and stating the address to which notices shall be given.

Section 8.12 **Capitalization of Association.** Upon acquisition of record title to a Unit from Declarant, each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Board (the "Capital Contributions"). This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. Resale of Units shall also be subject to this fee. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the Development Period, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.

Section 8.13 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period, as such term is hereafter defined, the Lots and other portions of the Property owned by the Developer shall not be subject to any assessments of any

description levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer, and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE IX **OBLIGATIONS OF OWNERS**

Section 9.1 **Exterior Unit Maintenance and Alterations.** Each Owner shall, at such Owner's expense, maintain, repair, and replace all glass surfaces and screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the work, subject to normal wear and tear that cannot be avoided by normal maintenance. If any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit required to be maintained by such Owner pursuant to this Section 9.1, following fifteen (15) days prior written notice from the Association to the Owner specifying the required maintenance or repair items, the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article VIII of this Declaration.

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Association.

Section 9.3 **Insurance and Casualties.** The following insurance requirements and provisions for casualties shall apply to each of the Units:

(a) Each Owner shall keep his Unit insured to at least the minimum insurable replacement value, excluding foundation and excavation costs, against loss or damage by fire, or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location, and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof.

Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

(b) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, a Unit shall be payable solely to the owner's mortgagee, if any, and the Owner, except in the case of damage to more than one (1) contiguous unit(s), in which case the damage shall be adjusted with the carrier by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Units damaged and the Owner's mortgagee, if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable without an increase in cost, a waiver of the right of subrogation against any Lot Owner, members of the Lot Owners family, the Association, its officers, agents and employees, as well as a waiver of the pro rata clause and no other insurance clause.

(c) In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance payable to the Association as trustee for the Owners, the Board of Directors shall, with the concurrence of applicable holders of First Mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as existed immediately prior to the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, construction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of so repairing or rebuilding the affected buildings, the Board of Directors shall levy a special assessment for the deficiency amount against all Owners of the damaged Units in such proportions as the Board of Directors shall deem fair and equitable. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

(d) In the event of damage or destruction to a Unit by fire or other casualty, the proceeds of which are payable to a Unit Owner and applicable mortgagee, the damaged Unit shall be repaired or restored to its pre-existing condition as soon as reasonably practical. The affected Lot shall be promptly restored to a clean and orderly condition subsequent to any such damage or destruction.

ARTICLE X
ARCHITECTURAL CONTROL

Section 10.1 **Architectural Review and Approval**. No landscaping, improvement, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway, or other improvement shall be commenced, erected, placed, or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same have been submitted to, and approved in writing by, the Architectural Review Committee (ARC). The ARC shall be established initially by the Developer and managed by the Developer until the Developer no longer owns any Lots within the Property. Thereafter, the ARC shall be comprised of Owner members and managed by the Board. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees, and other natural vegetation, and as to specific conformance with architectural criteria that may be imposed from time to time by the ARC. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the ARC, and no plan or specification shall be deemed approved unless a written approval is granted by the ARC to the Owner submitting same. The ARC shall approve or disapprove plans and specifications properly submitted within forty-five (45) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 10.2 **Review Procedures**. The ARC shall have the following rights with respect to architectural review and approval conducted in accordance with this Article X:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the ARC that shall be applicable to all or any portions of Subdivision and the Units. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article X. The ARC may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article X, any improvements or structures of any kind, or any change or modification thereto, the construction,

erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARC.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article X.

Section 10.3 **Variance**. The ARC may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the ARC, and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 10.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Developer as contemplated by this Article, the Developer, the ARC, and the Association shall not be liable to any Owner, or to any other person, on account of any claim, liability, damage, or expense suffered or incurred by, or threatened against, an Owner or such other person and arising out of, or in any way related to, the subject matter of any such reviews, acceptances, inspections, permissions, consents, or required approvals, whether given, granted, or withheld by the Developer, the ARC, or the Association.

ARTICLE XI **PARTY WALLS**

Section 11.1 **General Rules of Law to Apply**. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 **Sharing of Repair and Maintenance.** The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use. In the event that any Owners should fail to refuse or perform or pay for any maintenance, repairs, or restorations as required by this Article XI, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida:

(a) The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner by certified or registered mail, postage prepaid, and deposited in the United States Mail.

(b) After expiration of the thirty (30) days following service of the demand, if the delinquent Owner has failed or refused to make the demanded maintenance, repairs, or restorations, the affected Owner may cause such maintenance, repairs, or restorations to be made. In such event, the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs, or restorations, and any damage sustained by the Unit, or loss or expense incurred by the affected Owner, by reason of such failure to timely maintain or restore such party wall, and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under these provisions shall be superior to, or effective against, any bona fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

Section 11.3 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the wall may restore it and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional acts or omissions.

Section 11.4 **Weatherproofing.** Notwithstanding any other provision of this Article XI, an Owner who by his negligent, willful, or intentional act or omission causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 11.5 **Right to Contributions Runs with Land.** The right of any Owner to contribution from any other Owner under this Article XII is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 11.6 **Easement.** In the event that there shall be located within any party walls pipes, vents, outlets, or other structures serving one or more Lot or Units, the Owner of each Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet, or other structure.

ARTICLE XII **UTILITY PROVISIONS**

Section 12.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving such Owner's Unit that are located between the water meter and such Unit. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 12.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines serving such Owner's Unit that are located between the sewer clean-out structure and such Owner's Unit, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal, or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 12.3 **Solid Waste Recycling.** Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Association, Volusia County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads may be constructed within the Property and shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 12.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 12.5 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance, and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 12.5, the term "cables" shall include without limitation,

all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 **Remedies for Violations.**

13.1.1 If any Owner or other person shall violate, or attempt to violate, any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating, or attempting to violate, any such covenant; or (ii) to maintain any proceeding against those so violating, or attempting to violate, any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provision of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule, or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) **Enforcement Committee:** The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of such an officer, director, or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) **Hearing:** The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) **Amounts:** The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single

notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, that shall remain in full force and effect.

Section 13.3 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered that are not inconsistent with, and that do not lower standards established by, this Declaration.

Section 13.4 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 Termination or Amendment. The covenants, restrictions, easements, and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants provided, however, that so long as the Developer owns any land within the Property and controls the Board, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration and prior to the date of turnover of the Board to the members, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable,

and shall be recorded in the current public records of Volusia County, Florida. For so long as there is a Class B Membership, and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area, and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and VA, the request shall be deemed approved thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

Section 13.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Volusia County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 28th day of February, 2012.

Signed, sealed and delivered in the presence of:

PRESTWICK AT PLANTATION BAY, a Florida general partnership

Teril L. Hansen
TERIL L. HANSEN
(Print Name)

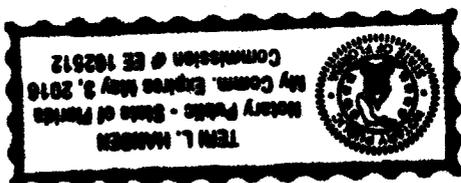
By: **MHK OF VOLUSIA COUNTY, INC.**, a Florida corporation, as Managing General Partner

Joanne Schmierder
JOANNE SCHMIEDER
(Print Name)

By: *M. David Haas*
M. David Haas
President

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 28th day of February, 2012, by M. David Haas, the President of MHK of Volusia County, Inc., a Florida corporation, as Managing General Partner of **PRESTWICK AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership. He is personally known to me.



Teril L. Hansen
(Print Name TERIL HANSEN)
NOTARY PUBLIC, State of Florida
Commission # EE 162512
My Commission Expires: May 3, 2016

EXHIBIT A

Plantation Bay Section 2EV, Unit 4

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF LOT 137, PLANTATION BAY, SECTION 1D-V, UNIT 3B, AS RECORDED IN MAP BK. 50, PAGES 9-12, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N20°18'13"W, ALONG THE EASTERLY LINE OF SAID LOT 137, A DISTANCE OF 126.38 FEET TO THE SOUTHEASTERLY LINE OF TRACT "KK", SAID PLANTATION BAY SECTION 1D-V, UNIT 3B; THENCE N40°11'55"E ALONG SAID SOUTHEASTERLY LINE, 1372.50 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER [REDACTED] THENCE S20°43'11"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 3250.37 FEET TO THE SOUTHEASTERLY CORNER OF TRACT "D", PLANTATION BAY SECTION 2E-V, UNIT 1, AS RECORDED IN MAP BK. 50, PAGES 181-187, SAID PUBLIC RECORDS; THENCE DEPART SAID WESTERLY RIGHT OF WAY LINE ALONG THE EASTERLY BOUNDARY OF SAID PLANTATION BAY SECTION 2E-V, UNIT 1, N52°42'22"W, 489.17 FEET; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY N48°06'25"W, 745.31; THENCE N71°52'57"W ALONG SAID BOUNDARY, 49.36 FEET; THENCE N78°51'51"W ALONG SAID BOUNDARY, 93.56 FEET; THENCE N67°03'26"W ALONG SAID BOUNDARY, 50.07 FEET; THENCE N63°52'15"W ALONG SAID BOUNDARY, 140.00 FEET; THENCE N78°38'14"W ALONG SAID BOUNDARY, 68.69 FEET; THENCE N35°10'12"W ALONG SAID BOUNDARY, 1163.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.156 ACRES, MORE OR LESS.

EXHIBIT B

Common Area

All of Prestwick Townhomes II at Plantation Bay Tracts "C", "D", "E" and "F", according to the plat thereof recorded in Map Book 55, Pages 170 through 175 of the public records of Volusia County, Florida.

EXHIBIT C

BYLAWS

OF

**PRESTWICK TOWNHOMES II AT PLANTATION BAY
PROPERTY OWNERS ASSOCIATION, INC.**

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Prestwick Townhomes II at Plantation Bay ("Declaration") to be recorded in the public records of Volusia County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Prestwick Townhomes II at Plantation Bay Property Owners Association, Inc. ("Association") shall be at 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. The Owners and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. **ELECTION OF DIRECTORS.**

A. The Developer shall, within fourteen (14) days of the date set for the election meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

B. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section E of this Article V.

C. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

D. All elections to the Board shall be made on written ballots to be voted at the election meeting or, in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fourteen (14) days prior to the date fixed for the election meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present, or if the election is conducted by mail, the Association must receive, as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the election meeting of the Members.

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents, and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to

establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents, and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto, that shall be kept in the office of the Association and shall be open to inspection by any Member; and

(c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then said meeting will be held on the following day.

B. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director, unless waived.

C. Meetings of the Board of Directors shall be open to all Members, except meetings of the Board with its attorney, and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association.

B. The election of officers shall take place at the first meeting of the Board of Directors and at each Board of Directors meeting that follows the meeting of the annual Members meeting, thereafter. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year after transition to the member Board. Member terms shall be staggered to minimize Board turnover.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a

resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. **COMMITTEES.**

The Board shall have the power and authority to appoint committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members, and may include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. **BOOKS AND RECORDS.**

The books, records, and papers of the Association shall be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. The Board of Directors shall have the right to adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the cost of providing copies of the Association's records including without limitation, the actual cost of copying the records. The Association shall maintain an adequate number of copies of the Declaration and any other recorded documents pertaining to the Association to ensure their availability to Members and prospective Members, and may charge only the Association's actual costs for reproducing and furnishing such documents to those persons who are entitled to receive them. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. **MEETINGS OF MEMBERS.**

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary, or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Members either personally or by sending a copy of the notice through the mail,

postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary, and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered or posted at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be delivered or posted at least forty-eight (48) hours in advance of the meeting, and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding thirty percent (30%) of the total votes in the Association shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Prestwick Townhomes II at Plantation Bay Property Owners Association, Inc., not for profit.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Volusia County, Florida.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**PRESTWICK TOWNHOMES III AT PLANTATION BAY PROPERTY
OWNERS ASSOCIATION, INC.**

(Plantation Bay Section 2E-V, Unit 3 – Partial Replat)

**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES III AT PLANTATION BAY PROPERTY OWNERS
ASSOCIATION, INC.**

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 Common Area
- Section 2.4 Developer
- Section 2.5 Limited Common Area
- Section 2.6 Lot
- Section 2.7 Master Association
- Section 2.8 Master Covenants
- Section 2.9 Owner
- Section 2.10 Property or Subdivision
- Section 2.11 Unit
- Section 2.12 The Work

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- Section 4.1 Membership
- Section 4.2 Classification
- Section 4.3 Co-Ownership

ARTICLE V COMMON AREA RIGHTS

- Section 5.1 Conveyance of Common Area
- Section 5.2 Owners' Easement of Enjoyment
- Section 5.3 Right of the Developer to Designate Property as Common Area or to
Withdraw Property from the Common Area
- Section 5.4 Easement for Maintenance Purposes

ARTICLE VI PROPERTY RIGHTS AND USE RESTRICTIONS

- Section 6.1 Residential Use
- Section 6.2 No Detached Buildings
- Section 6.3 Nuisances
- Section 6.4 Antenna
- Section 6.5 Lakes
- Section 6.6 Insurance and Casualty Damages
- Section 6.7 Trees
- Section 6.8 Artificial Vegetation
- Section 6.9 Signs
- Section 6.10 Lighting
- Section 6.11 Animals
- Section 6.12 Maintenance of Driveways
- Section 6.13 Reciprocal Easements
- Section 6.14 Side and Rear Lot Line Easements
- Section 6.15 All Rights and Easements Appurtenant
- Section 6.16 Utility and Drainage Easements
- Section 6.17 Parking Restrictions
- Section 6.18 Unit and Lot Restrictions
- Section 6.19 Use of Lots
- Section 6.20 Leases
- Section 6.21 Front Yard Restrictions
- Section 6.22 Rear Yard Restrictions
- Section 6.23 Side Yard Restrictions
- Section 6.24 Rubbish
- Section 6.25 Master Covenants
- Section 6.26 Reservation of Right to Release Restrictions

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 7.1 Landscaping and Yard Maintenance
- Section 7.2 Services
- Section 7.3 Personal Property
- Section 7.4 Rules and Regulations
- Section 7.5 Implied Rights
- Section 7.6 Access by Association
- Section 7.7 Termite and Pest Protection

ARTICLE VIII COVENANTS FOR ASSESSMENTS

- Section 8.1 Assessments Established
- Section 8.2 Purpose of Assessments
- Section 8.3 Amount
- Section 8.4 Special Assessments for Capital Improvements
- Section 8.5 Specific Assessments

- Section 8.6 Commencement of Annual Assessment
- Section 8.7 Lien for Assessment
- Section 8.8 Remedies of the Association
- Section 8.9 Foreclosure
- Section 8.10 Homesteads
- Section 8.11 Subordination of Lien
- Section 8.12 Capitalization of Association
- Section 8.13 Developer's Assessments

ARTICLE IX OBLIGATIONS OF OWNERS

- Section 9.1 Exterior Unit Maintenance
- Section 9.2 Alterations
- Section 9.3 Insurance and Casualties
- Section 9.4 Sanitary Sewage Line

ARTICLE X ARCHITECTURAL CONTROL

- Section 10.1 Architectural Review and Approval
- Section 10.2 Review Procedures
- Section 10.3 Variance
- Section 10.4 Assignment
- Section 10.5 Limited Liability

ARTICLE XI PARTY WALLS

- Section 11.1 General Rules of Law to Apply
- Section 11.2 Sharing of Repair and Maintenance
- Section 11.3 Destruction by Fire or Other Casualty
- Section 11.4 Weatherproofing
- Section 11.5 Right to Contributions Runs with Land
- Section 11.6 Easement

ARTICLE XII UTILITY PROVISIONS

- Section 12.1 Water System
- Section 12.2 Sewage System
- Section 12.3 Solid Waste Recycling
- Section 12.4 Utility Services
- Section 12.5 Cable Television, Radio or Other Communication Lines

ARTICLE XIII GENERAL PROVISIONS

- Section 13.1 Remedies for Violations
- Section 13.2 Severability
- Section 13.3 Additional Restrictions

Section 13.4 Titles
Section 13.5 Termination or Amendment
Section 13.6 Conflict or Ambiguity in Documents
Section 13.7 Usage
Section 13.8 Effective Date

Exhibit A – Property
Exhibit B – Common Area
Exhibit C – By Laws
Exhibit D – Articles of Incorporation

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
PRESTWICK TOWNHOMES III AT PLANTATION BAY**

THIS DECLARATION is made this 14th day of January, 2016, by **PRESTWICK AT PLANTATION BAY**, a Florida general partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens, and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title, or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privacy of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors, and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Prestwick Townhomes III at Plantation Bay Property Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses, and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more

particularly described on Exhibit B attached hereto and made a part hereof, together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company. Purpose and uses of Common Area Parcels shall be as follows:

<u>Parcel</u>	<u>Purpose/Use</u>
A	Common Area, Open Space, Landscaping and Signage
B	Common Area, Open Space, Access Easement
C	Common Area, Open Space
D	Common Area, Open Space
E	Common Area, Open Space
F	Common Area, Open Space
G	Common Area, Open Space

Section 2.4 **Developer.** Prestwick at Plantation Bay, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Prestwick at Plantation Bay as the Developer of the Property is not intended, and shall not be construed, to impose upon Intervest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Prestwick at Plantation Bay and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Master Association.** Plantation Bay Community Association, Inc., a Florida not-for-profit corporation.

Section 2.8 **Master Covenants.** Master Declaration of Covenants and Restrictions for Plantation Bay Community Association, Inc. recorded in Official Records Book 277, at Page 805 of the public records of Flagler County, Florida, and in Official Records Book 3005, Page 74 of the Public Records of Volusia County, Florida, as amended.

Section 2.9 **Owner.** The record owner or owners of any Lot.

Section 2.10 **Property or Subdivision.** The real property described on the attached Exhibit A, and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.11 **Unit**. A single family townhome dwelling located on a Lot as part of a multifamily building.

Section 2.13 **The Work**. The initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Plantation Bay; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.1 **Membership**. Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of

title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification**. The Association has two classes of voting membership:

(a) **Class A**. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) **Class B**. The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) December 31, 2022; (ii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iii) when the Developer waives in writing the Class B votes and membership.

Section 4.3 **Co-Ownership**. If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions, and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment**. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including applicable zoning regulations;

- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;
- (e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). Addition of land to the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Volusia County, Florida, which shall specifically reference such addition or withdrawal. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. The Association and Master Association shall maintain those portions of the Common Area, if any, designated by applicable permit as conservation tracts, stormwater management tracts, or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state, and federal authorities having jurisdiction. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.3, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.4 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the landscaping, irrigation, signage and hardscaping within the Common Area or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The Developer also grants to Master Association and its successors, assigns, agents, and contractors, an easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the drainage system and road right-of-way. The easements granted hereby shall not be exercised by any party in a manner that unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further,

in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI **PROPERTY RIGHTS AND USE RESTRICTIONS**

Section 6.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 6.1. Such Lots may be used for model homes during the development and sale of Lots within the Property. No Lot shall be divided, subdivided, or reduced in size without the prior written consent of the Developer and any such action shall comply with the RPUD Development Agreement and subdivision regulations of Volusia County. Assessments for common expenses attributable to any Lot that may be subdivided pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 6.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer, or after turnover, the ARB.

Section 6.3 **Nuisances.** Nothing shall be done or maintained on any Lot that may be or become an annoyance or nuisance to any party. Any activity on a Lot that interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper, or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances, and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 6.4 **Antenna.** The installation of all aerials, antennae, or satellite dishes shall be subject to the approval of the Developer, or after turnover, the ARB, in accordance with architectural criteria imposed by the Developer or the Association from time to time and applicable law.

Section 6.5 **Lakes.** Only the Developer and Master Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Master Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in or on any such lake. No boats shall be permitted to be operated on any lake, and no swimming shall be permitted therein. Lots that now or may hereafter be adjacent to, or include a portion of, a lake (the "lake parcels") shall be maintained so that such grass, planting, or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade, and contour of the embankment shall not be changed without the prior written consent of the Master Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Master Association. Title to any lake parcel shall not include

ownership of any riparian rights associated therewith. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Master Association shall have the right to deny such use to any person who, in the opinion of the Master Association, may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Master Association.

Section 6.6 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. Each Owner shall be required to provide the Association with written proof of the existence of such insurance coverage upon request. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year, and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot, and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 6.7 **Trees.** No tree or shrub, shall be cut down, destroyed, or removed from a Lot without the prior express written consent of the Developer, or after turnover, the ARB.

Section 6.8 **Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer, or after turnover, the ARB.

Section 6.9 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer, or after turnover, the ARB.

Section 6.10 **Lighting.** No exterior lighting shall be permitted that alters the residential character of the Subdivision, without the prior written approval of the Developer, or after turnover, the ARB.

Section 6.11 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outdoors. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.12 **Maintenance of Driveways and Sidewalks**. Each Lot Owner shall be responsible for maintenance of the driveway and sidewalk serving his Lot.

Section 6.13 **Reciprocal Easements**. There are hereby granted reciprocal appurtenant easements between adjacent Lots for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls, or party walls, as provided in this Declaration for the benefit of those persons, including the Association, responsible for or permitted to perform such maintenance, repair, and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces, and sidewalks (and the use thereof for permitted parking purposes and pedestrian access respectively), and for maintenance thereof and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; (v) common sewer lines providing sewage collection facilities to adjacent Lots and for maintenance and repair of shared sewage lines; and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes of and such easements for encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television, radio cables, or utility metering devices and appurtenances) servicing more than one Lot, but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement upon a Lot is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

Section 6.14 **Side and Rear Lot Line Easements**. As the nature of townhouse development necessitates the entry onto adjacent Lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to each adjacent abutting Lot Owner, as to the side of each Lot and rear of interior Lots, and the Association, an easement for ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of the Unit upon such adjacent Lot to the landscaping improvements upon the adjacent Lot.

Section 6.15 **All Rights and Easements Appurtenant**. The benefit of all rights and easements granted by this Article VI constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article VI, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article VI, unless this Article VI expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

Section 6.16 **Utility and Drainage Easements.** The Developer reserves certain rights as provided herein for the benefit of itself and utility companies designated by Developer to service the Property, an easement over, upon and under the Property and the specific easement areas shown on the plat of the Property. The easements may be used to construct, maintain, and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission, and use of electricity, gas, telephone, water, and other utilities, provided such use of the easements shall not unreasonably interfere with continued use and occupancy of any Unit by an Owner.

Section 6.17 **Parking Restrictions.** No vehicle, boat, camper, recreational vehicle, motor home, or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No automobile covered by a tarp may be parked or stored on the Property. No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos, or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway. No overnight parking is permitted on the street. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours

Section 6.18 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Architectural Review Board, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the Developer without the prior written approval of the Association.

Section 6.19 **Use of Lots.** Each Lot shall be improved and used for single family residential purposes only and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, (i) the letting, renting, or leasing of Lots does not constitute a trade of business prohibited by this Article VI; and (ii) home-based businesses shall be permitted, provided that such businesses do not generate traffic to and from the Lot in excess of the traffic that would normally be generated by the occupancy of such Lot by an Owner and such Owner's family.

Section 6.20 **Leases.** No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than six (6) months, nor shall any such dwelling or improvement be leased more than two (2) times in any calendar year. Prior to occupancy by a

lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

Section 6.21 **Front Yard Restrictions.** Within the area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard"), no fence, walls, storage areas, or structures of any type may be erected, sidewalks and driveways installed as part of the Work. No additional parking spaces shall be constructed nor any other area used as a parking space within a Front Yard.

Section 6.22 **Rear Yard Restrictions.** The area of each lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the Front Yard. Further, except fences, walls, and structures constructed as part of the Work, no fence, walls, storage areas, or structures of any type may be erected in any Rear Yard.

Section 6.23 **Side Yard Restrictions.** The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard"), is subject in all respects to the same restrictions as the Rear Yard.

Section 6.24 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot.

Section 6.25 **Master Covenants.** The Property is subject to all terms and provisions of the Master Covenants. Among other things, the Master Covenants permit the Master Association to contract for bulk rate services, including without limitation, cable television, internet access, and telephone service. All expenses incurred by the Master Association in connection with any such contract shall constitute an expense that may be funded through the collection of assessments from the Owners by the Master Association pursuant to the Master Covenants. In the event of a conflict between the provisions of the Master Covenants and the provisions of this Declaration, the more restrictive provision shall control. In the event of any ambiguity between such provisions, the decision and interpretation of the Board of Directors of the Master Association shall be dispositive. In the event that the Association shall fail to enforce any provision of this Declaration, the Master Association shall have the right, on not less than fifteen (15) days prior notice to the Association, to enforce such provision at the expense of the Association.

Section 6.26 **Reservation of Right to Release Restrictions.** In addition to the easement rights granted by this Declaration, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot boundary or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property. Upon the granting of such a release to an Owner, copies of such grants shall be

forwarded to adjacent Owners and shall be binding upon all subsequent Owners of each of the affected Lots.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1 **Building, Landscaping and Yard Maintenance.** The Association shall maintain, repair, and replace all building surfaces on the exterior of each Unit, including without limitation, the roof, gutters, downspouts, and exterior building surfaces, exclusive of glass surfaces, screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on any Lot, all of which shall be maintained by such Owner in accordance with Section 9.1 hereof. The Association shall also provide routine landscaping maintenance for each Lot in a manner, and with such frequency, as is consistent with good property management, the cost of which shall be included in the Annual Assessments described in Article VIII hereof. Such maintenance shall include maintenance, care, and replacement of trees, shrubs, grass, and other similar green areas lying within each Lot, and maintenance and repair of the common irrigation system serving each Lot. Nothing contained herein shall require the Association to perform any maintenance, repair, or restoration due to fire or other casualty to the Lot.

Section 7.2 **Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws, or rules and regulations. The Association may contract with others to furnish trash collection, insurance coverage, building maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.3 **Personal Property.** The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

Section 7.4 **Rules and Regulations.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles, and Bylaws, as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors, and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.5 **Implied Rights**. The Association may exercise any other right, power, or privilege given to it expressly by this Declaration, the Articles, or Bylaws, and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

Section 7.6 **Access by Association**. The Association has a right of entry onto each Lot to the extent reasonably necessary to discharge its rights of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by law, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents or employees of any such contractor or manager.

Section 7.7 **Termite and Pest Protection**. The Association shall annually cause the exterior of each Unit to be inspected by a certified pest control operator for termites and other wood destroying insects, and shall maintain a termite and wood destroying insect repair and treatment bond with respect to the exterior of each Unit. The Association shall provide each Owner with a copy of each annual inspection and evidence that the bond is in full force and effect. The cost of these services shall be included in the Annual Assessments described in Article VII hereof.

ARTICLE VIII **COVENANTS FOR ASSESSMENTS**

Section 8.1 **Assessments Established**. For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments, as defined in Section 8.2 of this Article;
- (b) Special assessments, as defined in Section 8.4 of this Article;
- (c) Specific assessments against any particular Lot that is established pursuant to any provisions of this Declaration; and
- (d) All excise or sales taxes, if any, that from time to time may be imposed upon all or any portion of the assessments authorized by this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for pretrial preparation, trial, and appeal, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such

assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

Section 8.2 **Purpose of Assessments.** The annual assessments ("Annual Assessments") levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for all purposes reasonably contemplated by the provisions of this Declaration. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) to the extent Common Area is conveyed to the Association, the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof;

(b) to provide common landscaping maintenance, the termite bond, and other services described in Article VII hereof; and

(c) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to law.

Section 8.3 **Amount.**

(a) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one thousand five hundred sixty and No/100 Dollars (\$1,560.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum Annual Assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than ten percent (10%) above the maximum Annual Assessment for the previous year unless otherwise approved by a unanimous vote of the Board of Directors.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least thirty (30) days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors, without interest, so long as payment is not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least thirty (30) days before the

beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

Section 8.4 **Special Assessments for Capital Improvements.** In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, maintenance, renewal, repair, or replacement of personal property or capital improvements within the Property, provided that such assessment is approved by the Board of Directors.

Section 8.5 **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, the Articles or Bylaws, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain the exterior of his Unit, or failure to maintain adequate insurance as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

Section 8.6 **Commencement of Annual Assessment.** Annual Assessments shall commence as to all Lots within the Property on the first day of the month following the recording of the first deed of a Unit from the Developer to an Owner other than Developer. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance. Annual Assessments and all other assessments against a Lot shall be collected monthly, quarterly, or annually as determined by the Board of Directors.

Section 8.7 **Lien for Assessment.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage held by an institutional lender ("First Mortgage") encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than thirty (30) days delinquent.

Section 8.8 **Remedies of the Association.** Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or

foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or common services provided by the Association, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 8.9 **Foreclosure.** The liens for sums assessed pursuant to this Article VIII may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for pretrial preparation, trial, and appeal. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner on such deficiency, in its sound judicial discretion.

Section 8.10 **Homesteads.** By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article VIII is for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 8.11 **Subordination of Lien.** The lien for the assessments provided in this Article VIII is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure, or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that becomes due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to the holder of any First Mortgage encumbering a Lot, any assessments remaining unpaid for more than thirty (30) days, and shall give such holder thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgage holder has previously given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description, and stating the address to which notices shall be given.

Section 8.12 **Capitalization of Association.** Upon acquisition of record title to a Unit each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Developer (the "Capital Contributions"), or after turnover, the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to

the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the end of the Development Period, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.

Section 8.13 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period, as such term is hereafter defined, the Lots and other portions of the Property owned by the Developer shall not be subject to any assessments of any description levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer, and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE IX **OBLIGATIONS OF OWNERS**

Section 9.1 **Exterior Unit Maintenance and Alterations.** Each Owner shall, at such Owner's expense, maintain, repair, and replace all glass surfaces and screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the work, subject to normal wear and tear that cannot be avoided by normal maintenance. If any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit required to be maintained by such Owner pursuant to this Section 9.1, following fifteen (15) days prior written notice from the Association to the Owner specifying the required maintenance or repair items, the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article VIII of this Declaration.

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Developer, or after turnover, the ARB.

Section 9.3 **Insurance and Casualties.** The following insurance requirements and provisions for casualties shall apply to each of the Units:

(a) Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs, against loss or damage by fire, or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location, and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days of notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

(b) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, a Unit shall be payable solely to the owner's mortgagee, if any, and the Owner, except in the case of damage to more than one (1) contiguous unit(s), in which case the damage shall be adjusted with the carrier by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Units damaged and the Owner's mortgagee, if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable without an increase in cost, a waiver of the right of subrogation against any Lot Owner, members of the Lot Owners family, the Association, its officers, agents and employees, as well as a waiver of the pro rata clause and no other insurance clause.

(c) In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance payable to the Association as trustee for the Owners, the Board of Directors shall, with the concurrence of applicable holders of First Mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as existed immediately prior to the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, construction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of so repairing or rebuilding the affected buildings, the Board of Directors shall levy a special assessment for the deficiency amount against all Owners of the damaged Units in such proportions as the Board of Directors shall deem fair and equitable. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

(d) In the event of damage or destruction to a Unit by fire or other casualty, the proceeds of which are payable to a Unit Owner and applicable mortgagee, the damaged Unit shall be repaired or restored to its pre-existing condition as soon as reasonably practical. The affected

Lot shall be promptly restored to a clean and orderly condition subsequent to any such damage or destruction.

ARTICLE X
ARCHITECTURAL CONTROL

Section 10.1 **Architectural Review and Approval**. No landscaping, improvement, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway, or other improvement shall be commenced, erected, placed, or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same have been submitted to, and approved in writing by, the Developer or the Developer's designee, or after turnover, the ARB. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees, and other natural vegetation, and as to specific conformance with architectural criteria that may be imposed from time to time by the Developer, or after turnover, the ARB. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer, or after turnover, the ARB, and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer, or after turnover, the ARB, shall approve or disapprove plans and specifications properly submitted within forty-five (45) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer, or after turnover, the ARB, to the Owner submitting same.

Section 10.2 **Review Procedures**. The Developer, or after turnover, the ARB, shall have the following rights with respect to architectural review and approval conducted in accordance with this Article X:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Developer, or after turnover, the ARB, that shall be applicable to all or any portions of Plantation Bay. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article X. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article

X, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer, or after turnover, the ARB.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article X.

(f) To assign to the Association all, or any portion, of Developer's rights of architectural review as reserved by this Article X.

Section 10.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer, or after turnover, the ARB, and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 10.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article X to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article X. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article X.

Section 10.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Developer as contemplated by this Article, the Developer, the ARB, and the Association shall not be liable to any Owner, or to any other person, on account of any claim, liability, damage, or expense suffered or incurred by, or threatened against, an Owner or such other person and arising out of, or in any way related to, the subject matter of any such reviews, acceptances, inspections, permissions, consents, or required approvals, whether given, granted, or withheld by the Developer, the ARB, or the Association.

ARTICLE XI
PARTY WALLS

Section 11.1 **General Rules of Law to Apply.** Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 **Sharing of Repair and Maintenance.** The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use. In the event that any Owners should fail to refuse or perform or pay for any maintenance, repairs, or restorations as required by this Article XI, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida:

(a) The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner by certified or registered mail, postage prepaid, and deposited in the United States Mail.

(b) After expiration of the thirty (30) days following service of the demand, if the delinquent Owner has failed or refused to make the demanded maintenance, repairs, or restorations, the affected Owner may cause such maintenance, repairs, or restorations to be made. In such event, the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs, or restorations, and any damage sustained by the Unit, or loss or expense incurred by the affected Owner, by reason of such failure to timely maintain or restore such party wall, and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under these provisions shall be superior to, or effective against, any bona fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

Section 11.3 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the wall may restore it and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional acts or omissions.

Section 11.4 **Weatherproofing**. Notwithstanding any other provision of this Article XI, an Owner who by his negligent, willful, or intentional act or omission causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 11.5 **Right to Contributions Runs with Land**. The right of any Owner to contribution from any other Owner under this Article XII is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 11.6 **Easement**. In the event that there shall be located within any party walls pipes, vents, outlets, or other structures serving one or more Lot or Units, the Owner of each Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet, or other structure.

ARTICLE XII **UTILITY PROVISIONS**

Section 12.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving such Owner's Unit that are located between the water meter and such Unit. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 12.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines serving such Owner's Unit that are located between the sewer clean-out structure and such Owner's Unit, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal, or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 12.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Volusia County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads may be constructed within the Property and shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 12.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 12.5 **Cable Television, Radio or Other Communication Lines**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance, and operation of cables for the transmission of cable television,

radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 12.5, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Remedies for Violations.

13.1.1 If any Owner or other person shall violate, or attempt to violate, any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating, or attempting to violate, any such covenant; or (ii) to maintain any proceeding against those so violating, or attempting to violate, any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provision of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorney's fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule, or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Compliance Committee: The Board of Directors shall appoint an Compliance Committee to perform the functions given it under this Section. The Compliance Committee shall consist of at least three (3) Members who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of such an officer, director, or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Compliance Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Board shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Board (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine

not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, that shall remain in full force and effect.

Section 13.3 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered that are not inconsistent with, and that do not lower standards established by, this Declaration.

Section 13.4 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 Termination or Amendment. The covenants, restrictions, easements, and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be

recorded in the current public records of Volusia County, Florida. For so long as there is a Class B Membership, and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area, and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and VA, the request shall be deemed approved thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

Section 13.6 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.7 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.8 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Volusia County, Florida.

EXHIBIT A

LEGAL DESCRIPTION:

ALL OF LOTS 4 THRU 62, PLANTATION BAY SECTION 2E-V, UNIT 3, AS RECORDED IN PLAT BOOK 55, PAGES 6-10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

TOGETHER WITH

A PORTION OF TRACT B, AS RECORDED IN PLAT BOOK 55, PAGES 6-10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, SAID PLANTATION BAY SECTION 2E-V, UNIT 3, SAID POINT OF BEGINNING LYING ON THE EAST LINE OF ALDENHAM LANE (A 50' PRIVATE RIGHT OF WAY); THENCE ALONG THE SOUTH LINE OF SAID LOT 15, S81°53'49"E, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE DEPARTING SAID SOUTH LINE, S08°06'11"W, 20.00 FEET TO THE NORTHEAST CORNER OF LOT 16, SAID PLANTATION BAY SECTION 2E-V, UNIT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 16, N81°53'49"W, 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 16 AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID ALDENHAM LANE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N08°06'11"W, 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15 AND THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

EXHIBIT B

Common Area

Parcels A, B, C, D, E, F and G as shown on the Plantation Bay Section 2E-V, Unit 3 - Partial replat recorded in Map Book 57, Pages 1 through 4 of the public records of Volusia County, Florida.

EXHIBIT C

BYLAWS

OF

**PRESTWICK TOWNHOMES III AT PLANTATION BAY
PROPERTY OWNERS ASSOCIATION, INC.**

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Prestwick Townhomes III at Plantation Bay Property Owners Association, Inc. ("Declaration") to be recorded in the public records of Volusia County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Prestwick Townhomes III at Plantation Bay Property Owners Association, Inc. ("Association") shall be at 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. The Owners and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. The Developer shall, within fourteen (14) days of the date set for the election meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

B. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section E of this Article V.

C. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

C. All elections to the Board shall be made on written ballots to be voted at the election meeting or, in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fourteen (14) days prior to the date fixed for the election meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

D. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present, or if the election is conducted by mail, the Association must receive, as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

E. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the election meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents, and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents, and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto, that shall be kept in the office of the Association and shall be open to inspection by any Member; and

(c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then said meeting will be held on the following day.

B. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director, unless waived.

C. Meetings of the Board of Directors shall be open to all Members, except meetings of the Board with its attorney, and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association.

B. The election of officers shall take place at the first meeting of the Board of Directors and at each Board of Directors meeting that follows the meeting of the annual Members meeting, thereafter. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year after transition to the member Board. Member terms shall be staggered to minimize Board turnover.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that

a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

The Board shall have the power and authority to appoint committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members, and may include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records, and papers of the Association shall be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. The Board of Directors shall have the right to adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the cost of providing copies of the Association's records including without limitation, the actual cost of copying the records. The Association shall maintain an adequate number of copies of the Declaration and any other recorded documents pertaining to the Association to ensure their availability to Members and prospective Members, and may charge only the Association's actual costs for reproducing and furnishing such documents to those persons who are entitled to receive them. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary, or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice

may be given to the Members either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered or posted at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be delivered or posted at least forty-eight (48) hours in advance of the meeting, and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding thirty percent (30%) of the total votes in the Association shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Prestwick Townhomes III at Plantation Bay Property Owners Association, Inc., not for profit.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Volusia County, Florida.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Prestwick Townhomes III at Plantation Bay Property Owners Associations, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: J. Andrew Hagan
Name (Printed or typed)

2379 Beville Road
Address

Daytona Beach, FL 32119
City, State & Zip

386-236-4113
Daytime Telephone number

thansen@icihomes.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

15 MAR 19 PM 1:02
NOT RECORDED IN STATE
OF FLORIDA

**ARTICLES OF INCORPORATION
OF
PRESTWICK TOWNHOMES III AT PLANTATION BAY
PROPERTY OWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

I. NAME AND DEFINITIONS.

The name of this corporation shall be Prestwick Townhomes III at Plantation Bay Property Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Prestwick Townhomes III at Plantation Bay to be recorded in the public records of Volusia County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects, and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair, and replace the Common Area, including without limitation the structures, landscaping, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to, and accepted by, the Association.

C. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations, and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, acquire, replace, improve, maintain, operate, and repair such buildings, structures, landscaping, and equipment, and to provide such other services for the benefit of the members of the Association as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

- A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities, and pursuing any and all of the objects and purposes, set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures, and drainage easements.
- F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.
- G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
- H. To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- I. To merge with any other association that may perform similar functions located within the same general vicinity of the Property.
- J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Developer and each Owner.

VI. VOTING AND ASSESSMENTS.

A. The Association shall have two classes of voting Members. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. Class A. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

2. Class B. The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2020; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The specific number of Directors shall be fixed by the Board of Directors from time to time. Directors need not be Members of the Association and need not be residents of the State of Florida; provided however, no person who is a Member who is not in good standing with the Association shall be eligible to serve as a Director. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint all of the Directors.

B. Elections of members of the Board of Directors shall be by plurality vote. At the first annual election following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, the terms of office of the two (2) Directors receiving the highest number of votes shall be established at two (2) years. The remaining Director shall serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of each Director so elected or appointed at each annual

election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Greg Brousse
2379 Beville Road
Daytona Beach, FL 32119

Richard Smith
2379 Beville Road
Daytona Beach, FL 32119

Israel Gonzales
2379 Beville Road
Daytona Beach, FL 32119

VIII. OFFICERS.

The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Richard Smith
Vice President	Greg Brousse
Treasurer/Secretary	Israel Gonzales

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

J. Andrew Hagan, Esq.
2379 Beville Road
Daytona Beach, FL 32119

MAR 10 PM 1:02
CORPORATION

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise that he served at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise that he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all

circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

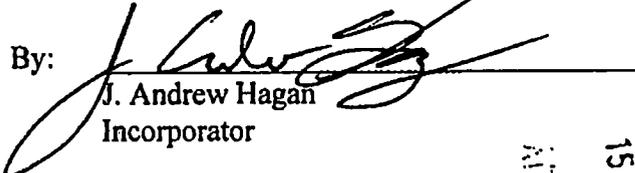
2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the portion of Property that is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties that at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation,

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

PRESTWICK TOWNHOMES III AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2379 BEVILLE ROAD, DAYTONA BEACH, FLORIDA 32119, HAS NAMED J. ANDREW HAGAN, ESQUIRE, WHOSE ADDRESS IS 2379 BEVILLE ROAD, DAYTONA BEACH, FL 32119, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

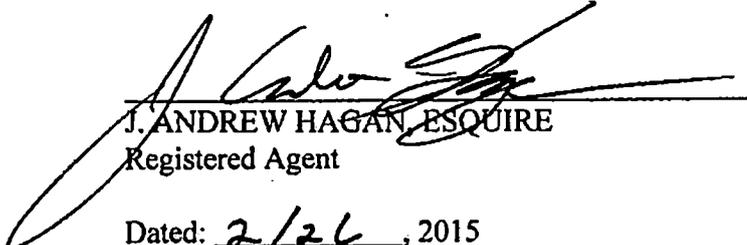
PRESTWICK TOWNHOMES III AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC.

By: 
J. Andrew Hagan
Incorporator

Dated: 2/26, 2015

15 MAR 10 PM 1:02
STATE
NOTARY PUBLIC
FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



J. ANDREW HAGAN, ESQUIRE
Registered Agent
Dated: 2/26, 2015

15 MAR 10 PM 1:02
Volusia County, Florida

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WESTLAKE TOWNHOMES

(Section 2A-F, Unit 3)

THIS DOCUMENT PREPARED BY:

**Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202**

**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTLAKE TOWNHOMES**

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 CDD
- Section 2.4 Common Area
- Section 2.5 Developer
- Section 2.6 Limited Common Area
- Section 2.7 Lot
- Section 2.8 Master Association
- Section 2.9 Master Covenants
- Section 2.10 Owner
- Section 2.11 Property or Subdivision
- Section 2.12 Unit
- Section 2.13 The Work

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS
AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- Section 4.1 Membership
- Section 4.2 Classification
- Section 4.3 Co-Ownership

ARTICLE V COMMON AREA RIGHTS

- Section 5.1 Conveyance of Common Area
- Section 5.2 Owners' Easement of Enjoyment
- Section 5.3 Right of the Developer to Designate Property as Common Area or to
Withdraw Property from the Common Area
- Section 5.4 Maintenance of Common Area and Compliance with Applicable Permits
- Section 5.5 Easement for Maintenance Purposes

ARTICLE VI PROPERTY RIGHTS AND USE RESTRICTIONS

- Section 6.1 Residential Use
- Section 6.2 No Detached Buildings
- Section 6.3 Nuisances
- Section 6.4 Antenna
- Section 6.5 Lakes
- Section 6.6 Insurance and Casualty Damages
- Section 6.7 Trees
- Section 6.8 Artificial Vegetation
- Section 6.9 Signs
- Section 6.10 Lighting
- Section 6.11 Animals
- Section 6.12 Maintenance of Driveways
- Section 6.13 Reciprocal Easements
- Section 6.14 Side and Rear Lot Line Easements
- Section 6.15 All Rights and Easements Appurtenant
- Section 6.16 Utility and Drainage Easements
- Section 6.17 Parking Restrictions
- Section 6.18 Unit and Lot Restrictions
- Section 6.19 Use of Lots
- Section 6.20 Leases
- Section 6.21 Front Yard Restrictions
- Section 6.22 Rear Yard Restrictions
- Section 6.23 Side Yard Restrictions
- Section 6.24 Rubbish
- Section 6.25 Master Covenants
- Section 6.26 Reservation of Right to Release Restrictions

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 7.1 Landscaping and Yard Maintenance
- Section 7.2 Services
- Section 7.3 Personal Property
- Section 7.4 Rules and Regulations
- Section 7.5 Implied Rights
- Section 7.6 Access by Association
- Section 7.7 Termite and Pest Protection

ARTICLE VIII COVENANTS FOR ASSESSMENTS

- Section 8.1 Assessments Established
- Section 8.2 Purpose of Assessments
- Section 8.3 Amount
- Section 8.4 Special Assessments for Capital Improvements
- Section 8.5 Specific Assessments

- Section 8.6 Commencement of Annual Assessment
- Section 8.7 Lien for Assessment
- Section 8.8 Remedies of the Association
- Section 8.9 Foreclosure
- Section 8.10 Homesteads
- Section 8.11 Subordination of Lien
- Section 8.12 Capitalization of Association
- Section 8.13 Developer's Assessments

ARTICLE IX OBLIGATIONS OF OWNERS

- Section 9.1 Exterior Unit Maintenance
- Section 9.2 Alterations
- Section 9.3 Insurance and Casualties

ARTICLE X ARCHITECTURAL CONTROL

- Section 10.1 Architectural Review and Approval
- Section 10.2 Review Procedures
- Section 10.3 Variance
- Section 10.4 Assignment
- Section 10.5 Limited Liability

ARTICLE XI PARTY WALLS

- Section 11.1 General Rules of Law to Apply
- Section 11.2 Sharing of Repair and Maintenance
- Section 11.3 Destruction by Fire or Other Casualty
- Section 11.4 Weatherproofing
- Section 11.5 Right to Contributions Runs with Land
- Section 11.6 Easement

ARTICLE XII UTILITY PROVISIONS

- Section 12.1 Water System
- Section 12.2 Sewage System
- Section 12.3 Solid Waste Recycling
- Section 12.4 Utility Services
- Section 12.5 Cable Television, Radio or Other Communication Lines

ARTICLE XIII GENERAL PROVISIONS

- Section 13.1 Remedies for Violations
- Section 13.2 Severability
- Section 13.3 Additional Restrictions
- Section 13.4 Titles

Section 13.5 Termination or Amendment
Section 13.6 Conflict or Ambiguity in Documents
Section 13.7 Usage
Section 13.8 Effective Date

Exhibit A – Property

Exhibit B – Common Area

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
WESTLAKE TOWNHOMES**

THIS DECLARATION is made this 20th day of August, 2004 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Westlake Townhomes Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **CDD**. The Community Development District for Westlake at Plantation Bay, as created pursuant to Chapter 190, Florida Statutes.

Section 2.4 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer or by the Association, and which the Developer has designated for the

common use of the Owners by reference thereto in this Section 2.4 or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.5 **Developer.** Intervest at Plantation Bay, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Intervest at Plantation Bay as the Developer of the Property is not intended and shall not be construed, to impose upon Intervest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Intervest at Plantation Bay and develop and resell the same.

Section 2.6 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.7 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.8 **Master Association.** Westlake at Plantation Bay Property Owners Association, Inc., a Florida not-for-profit corporation.

Section 2.9 **Master Covenants.** Master Declaration of Covenants and Restrictions for Westlake at Plantation Bay recorded in Official Records Book 924, at Page 641 of the public records of Flagler County, Florida.

Section 2.10 **Owner.** The record owner or owners of any Lot.

Section 2.11 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.12 **Unit.** A single family townhome dwelling located on a Lot as part of a multifamily building.

Section 2.13 **The Work.** The initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be

broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Plantation Bay; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Flagler County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Flagler County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.1 **Membership.** Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification.** The Association has two classes of voting membership:

(a) **Class A.** So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) **Class B.** The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2010; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

Section 4.3 **Co-Ownership.** If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including applicable zoning regulations;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

- (e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Flagler County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.4 hereof, or subsequently designated as such by the Developer pursuant to Section 2.4 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. The Association shall maintain those portions of the Common Area, if any, designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area or other portions of Property to be maintained by Association, in accordance with the

requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI **PROPERTY RIGHTS AND USE RESTRICTIONS**

Section 6.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 6.1. Such Lots may be used for model homes during the development and sale of Lots within the Property. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 6.2 **No Detached Buildings**. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 6.3 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 6.4 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time and applicable law.

Section 6.5 **Lakes**. Only the Developer, the Master Association and the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No boats shall be permitted to be operated on any lake, and no swimming shall be permitted therein. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association. Title to any lake parcel shall not include ownership of any riparian

rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 6.6 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. Each Owner shall be required to provide the Association with written proof of the existence of such insurance coverage upon request. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 6.7 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 6.8 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 6.9 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 6.10 **Lighting.** No exterior lighting shall be permitted which alters the residential character of the Subdivision, without the prior written approval of the Association.

Section 6.11 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Not more than two (2) domestic pets may be kept on any Lot, and no such

domestic pet may exceed twenty-five (25) pounds in weight. Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.12 **Maintenance of Driveways and Sidewalks.** Each Lot Owner shall be responsible for maintenance of the driveway and sidewalk serving his Lot.

Section 6.13 **Reciprocal Easements.** There are hereby granted reciprocal appurtenant easements between adjacent Lots for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, as provided in this Declaration for the benefit of those persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces and sidewalks (and the use thereof for permitted parking purposes and pedestrian access respectively), and for maintenance thereof and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; (v) common sewer lines providing sewage collection facilities to adjacent Lots and for maintenance and repair of shared sewage lines and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes of and such easements for encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television, radio cables or utility metering devices and appurtenances) servicing more than one Lot but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement upon a Lot is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

Section 6.14 **Side and Rear Lot Line Easements.** As the nature of townhouse development necessitates the entry onto adjacent Lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to each adjacent abutting Lot Owner, as to the side of each Lot and rear of interior Lots, and the Association an easement for ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of the Unit upon such adjacent Lot to the landscaping improvements upon the adjacent Lot.

Section 6.15 **All Rights and Easements Appurtenant.** The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

Section 6.16 **Utility and Drainage Easements.** The Developer reserves certain rights as provided herein for the benefit of itself and utility companies designated by Developer to service the Property, an easement over, upon and under the Property and the specific easement areas shown on the plat of the Property. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements, except to the extent such easements have been dedicated to governmental authorities or public utility companies. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, provided such use of the easements shall not unreasonably interfere with continued use and occupancy of any Unit by an Owner.

Section 6.17 **Parking Restrictions.** Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles, no vehicle, boat, camper, recreational vehicle, motor home or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded and provided that no parking in such streets shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

Section 6.18 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the Developer without the prior written approval of the Association.

Section 6.19 **Use of Lots.** Each Lot shall be improved and used for single family residential purposes only and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, (i) the letting, renting, or leasing of Lots does not constitute a trade of business prohibited by this Article; and (ii) home-based businesses shall be permitted, provided that such businesses do not generate traffic to and from the Lot in excess of the traffic that would normally be generated by the occupancy of such Lot by an Owner and such Owner's family.

Section 6.20 **Leases.** No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than six (6) months, nor shall any such dwelling or improvement be leased more than two (2) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

Section 6.21 **Front Yard Restrictions.** Within the area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard"), no fence, walls, storage areas, or structures of any type may be erected. The Developer will install mailbox facilities, sidewalks and driveways as part of the Work. No additional parking spaces shall be constructed nor any other area used as a parking space within a Front Yard.

Section 6.22 **Rear Yard Restrictions.** The area of each lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the Front Yard. Further, except fences, walls and structures constructed as part of the Work, no fence, walls, storage areas or structures of any type may be erected in any Rear Yard.

Section 6.23 **Side Yard Restrictions.** The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard") is subject in all respects to the same restrictions as the Rear Yard.

Section 6.24 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

Section 6.25 **Master Covenants.** The Property is subject to all terms and provisions of the Master Covenants. Among other things, the Master Covenants permit the Master Association to contract for bulk rate services, including without limitation, cable television, internet access, and telephone service. All expenses incurred by the Master Association in connection with any such contract shall constitute an expense which may be funded through the collection of assessments from the Owners by the Master Association pursuant to the Master Covenants. In the event of a conflict between the provisions of the Master Covenants and the provisions of this Declaration, the more restrictive provision shall control. In the event of any ambiguity between such provisions, the decision and interpretation of the Board of Directors of the Master Association shall be dispositive. In the event that the Association shall fail to enforce any provision of this Declaration, the Master Association shall have the right on not less than fifteen (15) days prior notice to the Association, to enforce such provision at the expense of the Association.

Section 6.26 **Reservation of Right to Release Restrictions.** In addition to the easement rights granted by this Declaration, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot boundary or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person, irrespective of

who owns the burdened Lot or easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon the granting of such a release to an Owner, copies of such grants shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of each of the affected Lots.

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1 **Building, Landscaping and Yard Maintenance.** The Association shall maintain, repair and replace all building surfaces on the exterior of each Unit, including without limitation, the roof, gutters, downspouts and exterior building surfaces, exclusive of glass surfaces, screening, doors, electric and plumbing equipment, air conditioning and heating units and any other equipment, structures, improvements, additions or attachments installed by an Owner on any Lot, all of which shall be maintained by such Owner in accordance with Section 9.1 hereof. The Association shall also provide routine landscaping maintenance for each Lot in a manner and with such frequency as is consistent with good property management, the cost of which shall be included in the Annual Assessments described in Article VIII hereof. Such maintenance shall include maintenance, care and replacement of trees, shrubs, grass, and other similar green areas, lying within each Lot, and maintenance and repair of the common irrigation system serving each Lot. Nothing contained herein shall require the Association to perform any maintenance, repair or restoration due to fire or other casualty to the Lot.

Section 7.2 **Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws or rules and regulations. The Association may contract with others to furnish trash collection, insurance coverage, building maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.3 **Personal Property.** The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

Section 7.4 **Rules and Regulations.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles and Bylaws as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the

effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.5 **Implied Rights.** The Association may exercise any other right, power, or privilege given to it expressly by this Declaration, the Articles or Bylaws and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

Section 7.6 **Access by Association.** The Association has a right of entry onto the exterior of each Lot located thereon to the extent reasonably necessary to discharge its rights of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents, or employees of any such contractor or manager.

Section 7.7 **Termite and Pest Protection.** The Association shall annually cause each Unit to be inspected by a certified pest control operator for termites and other wood destroying insects, and shall maintain a termite and wood destroying insect repair and treatment bond with respect to each Unit. Upon request, the Association shall provide each Owner with a copy of each annual inspection and evidence that the bond is in full force and effect. The cost of these services shall be included in the Annual Assessments described in Article VII hereof.

ARTICLE VIII **COVENANTS FOR ASSESSMENTS**

Section 8.1 **Assessments Established.** For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments, as defined in Section 8.2 of this Article;
- (b) Special assessments, as defined in Section 8.4 of this Article;
- (c) Specific assessments against any particular Lot that is established pursuant to any provisions of this Declaration; and
- (d) All excise or sales taxes, if any, that from time to time may be imposed upon all or any portion of the assessments authorized by this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for pretrial preparation, trial and appeal, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

Section 8.2 **Purpose of Assessments.** The annual assessments ("Annual Assessments") levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for all purposes reasonably contemplated by the provisions of this Declaration. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) to the extent Common Area is conveyed to the Association, the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof;

(b) to provide common landscaping maintenance, the termite bond and other services described in Article VII hereof; and

(c) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to law.

Section 8.3 **Amount.**

(a) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirteen Hundred Twenty and No/100 Dollars (\$1,320.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum Annual Assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than fifteen percent (15%) above the maximum Annual Assessment for the previous year unless otherwise approved by a unanimous vote of the Board of Directors.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least 30 days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

Section 8.4 **Special Assessments for Capital Improvements.** In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, maintenance, renewal, repair, or replacement of personal property or capital improvements within the Property; provided that such assessment is approved the Board of Directors.

Section 8.5 **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, the Articles or Bylaws, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot or arising by reason of any Owner's failure to properly maintain the exterior of his Unit, or failure to maintain adequate insurance as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

Section 8.6 **Commencement of Annual Assessment.** Annual Assessments shall commence as to all Lots within the Property on the first day of the month following the recording of the first deed of a Unit from the Developer to an Owner other than Developer. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance. Annual Assessments and all other assessments against a Lot shall be collected monthly, quarterly or annually as determined by the Board of Directors.

Section 8.7 **Lien for Assessment.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage held by an institutional lender ("First Mortgage") encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than thirty (30) days delinquent.

Section 8.8 **Remedies of the Association.** Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida. Further, the Association may impose a late fee of up to Twenty-Five and No/100 Dollars (\$25.00) for each delinquent assessment payment. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the

Common Area, or common services provided by the Association or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 8.9 **Foreclosure**. The liens for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including interest, late fees and reasonable attorneys' fees for pretrial preparation, trial and appeal. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner', but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner or such deficiency, in its sound judicial discretion.

Section 8.10 **Homesteads**. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 8.11 **Subordination of Lien**. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that becomes due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due, or from the Association's lien. The Association shall report to the holder of any First Mortgage encumbering a Lot, any assessments remaining unpaid for more than 30 days and shall give such holder thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgage holder has previously given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given.

Section 8.12 **Capitalization of Association**. Upon acquisition of record title to a Unit from Declarant, each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Developer (the "Capital Contributions"). This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the Development, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.

Section 8.13 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any assessments of any description levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE IX **OBLIGATIONS OF OWNERS**

Section 9.1 **Exterior Unit Maintenance and Alterations.** Each Owner shall, at such Owner's expense, maintain, repair and replace all glass surfaces and screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the work, subject to normal wear and tear that cannot be avoided by normal maintenance. If any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit required to be maintained by such Owner pursuant to this Section 9.1, following fifteen (15) days prior written notice from the Association to the Owner specifying the required maintenance or repair items, the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article VIII of this Declaration.

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Association.

Section 9.3 **Insurance and Casualties.** The following insurance requirements and provisions for casualties shall apply to each of the Units:

(a) Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the

issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

(b) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to a Unit shall be payable solely to the owner's mortgagee, if any, and the Owner except in the case of damage to more than one (1) contiguous unit(s) in which case the damage shall be adjusted with the carrier by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Units damaged and the Owner's mortgagee, if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable without an increase in cost, a waiver of the right of subrogation against any Lot Owner, members of the Lot Owners family, the Association, its officers, agents and employees, as well as a waiver of the pro rata clause and no other insurance clause.

(c) In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance payable to the Association as trustee for the Owners, the Board of Directors shall, with the concurrence of applicable holders of First Mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as existed immediately prior to the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, construction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of so repairing or rebuilding the affected buildings, the Board of Directors shall levy a special assessment for the deficiency amount against all Owners of the damaged Units in such proportions as the Board of Directors shall deem fair and equitable. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

(d) In the event of damage or destruction to a Unit by fire or other casualty, the proceeds of which are payable to a Unit Owner and applicable mortgagee, the damaged Unit shall be repaired or restored to its pre-existing condition as soon as reasonably practical. The affected Lot shall be promptly restored to a clean and orderly condition subsequent to any such damage or destruction.

ARTICLE X ARCHITECTURAL CONTROL

Section 10.1 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure,

sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 10.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article :

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Westlake at Plantation Bay. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article . The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article , any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans

and specifications approved in accordance with this Article X.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article X.

Section 10.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 10.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article .

Section 10.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

ARTICLE XI **PARTY WALLS**

Section 11.1 **General Rules of Law to Apply**. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 **Sharing of Repair and Maintenance**. The cost of reasonable repair, maintenance and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use. In the event that any Owners should fail to refuse or perform or pay for any maintenance, repairs, or

restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida:

(a) The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner, by certified or registered mail, postage prepaid, and deposited in the United States Mail.

(b) After expiration of the thirty (30) days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner, for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar, as practicable as that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under the provisions shall be superior to or effective against any bona fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

Section 11.3 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 11.4 **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 11.5 **Right to Contributions Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 11.6 **Easement.** In the event that there shall be located within any party walls pipes, vents, outlets, or other structures serving one or more Lot or Units, the Owner of each Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure.

ARTICLE XII
UTILITY PROVISIONS

Section 12.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving such Owner's Unit which are located between the water meter and such Unit. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 12.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines serving such Owner's Unit which are located between the sewer clean-out structure and such Owner's Unit, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 12.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Flagler County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads may be constructed within the Property and shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 12.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 12.5 **Cable Television, Radio or Other Communication Lines**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 12.5, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 **Remedies for Violations.**

13.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.3 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.4 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Flagler County, Florida. For so long as there is a Class B Membership and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and V.A. the request shall be deemed approved

thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

Section 13.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 20th day of August 2004.

Signed, sealed and delivered in the presence of:

Beth Miller
BETH MILLER

Richard D. Smith
Richard D. Smith

(Print Name)

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: **PLANMOR, INC.**, a Florida corporation, as Managing General Partner

By: 13 10/18
Morteza Hosseini Kargar
President



STATE OF Florida)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 20th day of August, 2004, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of **INTERVEST AT PLANTATION BAY**, a Florida general partnership, on behalf of the partnership



Nicole Keeley
NICOLE KEELEY
(Print Name _____)
NOTARY PUBLIC, State of _____
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

EXHIBIT A

Legal Description of the Property

Lots 1 through 62, and Parcels A3, B3, D3, E3, F3, and H3 of Plantation Bay Section 2A-F, Unit 3, according to the plat thereof recorded in Map Book 34, Pages 44 through 48 of the public records of Flagler County, Florida.

EXHIBIT B

Common Area

Parcels A3, B3, D3, E3, F3, and H3 of Plantation Bay Section 2A-F, Unit 3, according to the plat thereof recorded in Map Book 34, Pages 44 through 48 of the public records of Flagler County, Florida.

CONSENT AND JOINDER OF MORTGAGEE

_____ ("Mortgagee") is the holder of that certain Real Estate Mortgage ("Mortgage") recorded in Official Records Book _____, at page _____ of the public records of Flagler County, Florida. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for Plantation Bay to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered in the presence of: _____,
a _____

By: _____
Its: _____

STATE OF FLORIDA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____ the _____ of _____, a _____, on behalf of the _____ He/She is personally known to me or has produced _____ as identification.

(Print Name _____)
NOTARY PUBLIC, State of Florida at Large.
Commission No. _____

My Commission Expires: _____

ND4000003378

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

Handwritten signature and date 4/5



300030841073

04/02/04--01018--010 **70.00

RECEIVED
04 APR -2 AM 10:13
DIVISION OF CORPORATION

FILED
2004 APR -2 A 8:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



UCC FILING & SEARCH SERVICES, INC.
 526 East Park Avenue
 Tallahassee, Florida 32301
 (850) 681-6528

HOLD
 FOR PICKUP BY
 UCC SERVICES
 OFFICE USE ONLY

April 2, 2004

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Westlake Townhomes Owners Associaion, Inc.

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Retrieval Request

- Photocopy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input checked="" type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED

2004 APR - 2 A 8:11

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
WESTLAKE TOWNHOMES
OWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)

I. NAME AND DEFINITIONS.

The name of this corporation shall be Westlake Townhomes Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Westlake Townhomes to be recorded in the public records of Flagler County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 2359 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

- A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.
- F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.
- G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
- H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Developer and each Owner.

VI. **VOTING AND ASSESSMENTS.**

A. The Association has two classes of voting membership:

(1) Class A. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(2) Class B. The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2010; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. **BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The specific number of Directors shall be fixed by the Board of Directors from time to time. Directors need not be Members of the Association and need not be residents of the State of Florida; provided however, no person who is a Member who is not in good standing with the Association shall be eligible to serve as a Director. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint all of the Directors.

B. Elections of members of the Board of Directors shall be by plurality vote. At the first annual election following the Developer's relinquishment of its right to appoint all of the members of the Board of

Directors, the terms of office of the two (2) Directors receiving the highest number of votes shall be established at two (2) years. The remaining Director shall serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Mark Ambach
2359 Beville Road
Daytona Beach, FL 32119

Douglas Ross
2359 Beville Road
Daytona Beach, FL 32119

Richard Smith
2359 Beville Road
Daytona Beach, FL 32119

VIII. OFFICERS.

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Mark Ambach
Vice President	Douglas Ross
Treasurer/Secretary	Richard Smith

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. **BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. **AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. **INCORPORATOR.**

The name and address of the Incorporator is as follows:

Andrew Hagan, Esq.
2359 Beville Road
Daytona Beach, FL 32119

XIII. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent

that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

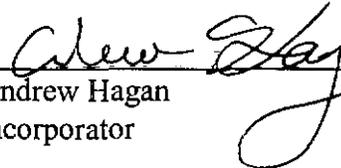
2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

WESTLAKE TOWNHOMES OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2359 BEVILLE ROAD, DAYTONA BEACH, FLORIDA 32119, HAS NAMED NANCY DEANE, WHOSE ADDRESS IS 100 PLANTATION BAY DRIVE, ORMOND BEACH, FLORIDA 32174, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

WESTLAKE TOWNHOMES OWNERS ASSOCIATION, INC.

By:


Andrew Hagan
Incorporator

Dated: MARCH 29, 2004

FILED
2004 APR -2 A 8:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Nancy Deane

Nancy Deane
Registered Agent

Dated: 3/30, 2004

BYLAWS
OF
WESTLAKE TOWNHOMES
OWNERS ASSOCIATION, INC.

I. **DEFINITIONS.**

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Westlake Townhomes ("Declaration") to be recorded in the public records of Flagler County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. **LOCATION OF PRINCIPAL OFFICE.**

The office of the Westlake Townhomes Owners Association, Inc. ("Association") shall be at 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. **VOTING RIGHTS AND ASSESSMENTS.**

A. The Owners and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. **BOARD OF DIRECTORS.**

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter

until his successor shall have been elected or appointed, and qualified.

V. **ELECTION OF DIRECTORS.**

A. Following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, nominations for the election of Board members shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

C. Petitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members other than the Developer, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

F. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

G. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or

fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

- (c) To send written notice of each assessment to every Member subject thereto.

VII. **DIRECTORS MEETINGS.**

A. Regular meetings of the Board shall be held not less frequently than annually and on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. **OFFICERS.**

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than

one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. **COMMITTEES.**

A. The standing committee of the Association shall be the Nominating Committee. The Nominating Committee shall have the duties, authority and functions as described elsewhere in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. **BOOKS AND RECORDS.**

The books, records and papers of the Association shall be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. The Board of Directors shall have the right to adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the cost of providing copies of the Association's records including without limitation, the actual cost of copying the records. The Association shall maintain an adequate number of copies of the Declaration and any other recorded documents pertaining to the Association to ensure their availability to Members and prospective Members, and may charge only the Association's actual costs for reproducing and furnishing such documents to those persons who are entitled to receive them. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. **MEETINGS OF MEMBERS.**

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding sixty percent (60%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. **PROXIES.**

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. **SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Westlake Townhomes Owners Association, Inc., not for profit, 2004.

XIV. **AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Flagler County, Florida.

XV. **INCONSISTENCIES.**

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**CREEKSIDE TOWNHOMES AT WESTLAKE PROPERTY OWNERS
ASSOCIATION, INC.**

**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CREEKSIDE TOWNHOMES AT WESTLAKE PROPERTY OWNERS ASSOCIATION,
INC.**

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 Common Area
- Section 2.4 CDD
- Section 2.5 Developer
- Section 2.6 Limited Common Area
- Section 2.7 Lot
- Section 2.8 Master Association
- Section 2.9 Master Covenants
- Section 2.10 Declaration of Covenants and Restrictions for Residential Lots
- Section 2.11 Owner
- Section 2.12 Property or Subdivision
- Section 2.13 Unit
- Section 2.14 The Work

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS
AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- Section 4.1 Membership
- Section 4.2 Classification
- Section 4.3 Co-Ownership

ARTICLE V COMMON AREA RIGHTS

- Section 5.1 Conveyance of Common Area
- Section 5.2 Owners' Easement of Enjoyment
- Section 5.3 Right of the Developer to Designate Property as Common Area or to
Withdraw Property from the Common Area

Section 5.4 Easement for Maintenance Purposes

ARTICLE VI PROPERTY RIGHTS AND USE RESTRICTIONS

- Section 6.1 Residential Use
- Section 6.2 No Detached Buildings
- Section 6.3 Nuisances
- Section 6.4 Antenna
- Section 6.5 Lakes
- Section 6.6 Insurance and Casualty Damages
- Section 6.7 Trees
- Section 6.8 Artificial Vegetation
- Section 6.9 Signs
- Section 6.10 Lighting
- Section 6.11 Animals
- Section 6.12 Maintenance of Driveways
- Section 6.13 Reciprocal Easements
- Section 6.14 Side and Rear Lot Line Easements
- Section 6.15 All Rights and Easements Appurtenant
- Section 6.16 Utility and Drainage Easements
- Section 6.17 Parking Restrictions
- Section 6.18 Unit and Lot Restrictions
- Section 6.19 Use of Lots
- Section 6.20 Leases
- Section 6.21 Front Yard Restrictions
- Section 6.22 Rear Yard Restrictions
- Section 6.23 Side Yard Restrictions
- Section 6.24 Rubbish
- Section 6.25 Master Covenants
- Section 6.26 Reservation of Right to Release Restrictions

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 7.1 Landscaping and Yard Maintenance
- Section 7.2 Services
- Section 7.3 Personal Property
- Section 7.4 Rules and Regulations
- Section 7.5 Implied Rights
- Section 7.6 Access by Association
- Section 7.7 Termite and Pest Protection

ARTICLE VIII COVENANTS FOR ASSESSMENTS

- Section 8.1 Assessments Established
- Section 8.2 Purpose of Assessments
- Section 8.3 Amount

- Section 8.4 Special Assessments for Capital Improvements
- Section 8.5 Specific Assessments
- Section 8.6 Commencement of Annual Assessment
- Section 8.7 Lien for Assessment
- Section 8.8 Remedies of the Association
- Section 8.9 Foreclosure
- Section 8.10 Homesteads
- Section 8.11 Subordination of Lien
- Section 8.12 Capitalization of Association
- Section 8.13 Developer's Assessments

ARTICLE IX OBLIGATIONS OF OWNERS

- Section 9.1 Exterior Unit Maintenance
- Section 9.2 Alterations
- Section 9.3 Insurance and Casualties
- Section 9.4 Sanitary Sewage Line

ARTICLE X ARCHITECTURAL CONTROL

- Section 10.1 Architectural Review and Approval
- Section 10.2 Review Procedures
- Section 10.3 Variance
- Section 10.4 Assignment
- Section 10.5 Limited Liability

ARTICLE XI PARTY WALLS

- Section 11.1 General Rules of Law to Apply
- Section 11.2 Sharing of Repair and Maintenance
- Section 11.3 Destruction by Fire or Other Casualty
- Section 11.4 Weatherproofing
- Section 11.5 Right to Contributions Runs with Land
- Section 11.6 Easement

ARTICLE XII UTILITY PROVISIONS

- Section 12.1 Water System
- Section 12.2 Sewage System
- Section 12.3 Solid Waste Recycling
- Section 12.4 Utility Services
- Section 12.5 Cable Television, Radio or Other Communication Lines

ARTICLE XIII GENERAL PROVISIONS

- Section 13.1 Remedies for Violations

- Section 13.2 Severability
- Section 13.3 Additional Restrictions
- Section 13.4 Titles
- Section 13.5 Termination or Amendment
- Section 13.6 Conflict or Ambiguity in Documents
- Section 13.7 Usage
- Section 13.8 Effective Date

- Exhibit A – Property
- Exhibit B – Common Area
- Exhibit C – By Laws
- Exhibit D – Articles of Incorporation

FCC RD

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
CREEKSIDE TOWNHOMES AT WESTLAKE PROPERTY OWNERS
ASSOCIATION, INC.**

THIS DECLARATION is made this 9 day of August, 2017, by INTERVEST AT PLANTATION BAY, a Florida general partnership (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens, and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title, or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privacy of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors, and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II
DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Creekside Townhomes at Westlake Property Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses, and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, CDD, Master Association, or by the Association, and which the

Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof, together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company. Purpose and uses of Common Area Parcels shall be as follows:

<u>Parcel(s)</u>	<u>Owner Entity</u>	<u>Purpose/Use</u>
A	Master Association	Private Road Right-of-Way
B	CDD	Common Area, Open Space, Conservation and Stormwater Management
C	Master Association	Common Area, Landscape and Hardscape
D	Developer	Common Area, Open Space and Conservation
E	Association	Common Area, Open Space
F	CDD	Common Area, Storm-water Management
G	Association	Common Area, Open Space
H	CDD	Common Area, Storm-water Management
I, J, K, L, M, N, & O	Association	Common Area

Section 2.4 CDD. The Community Development District for Westlake at Plantation Bay as created pursuant to Chapter 190, Florida Statutes.

Section 2.5 Developer. Intervest at Plantation Bay, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Prestwick at Plantation Bay as the Developer of the Property is not intended, and shall not be construed, to impose upon Intervest at Plantation Bay any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Prestwick at Plantation Bay and develop and resell the same.

Section 2.6 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.7 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.8 **Master Association.** Westlake at Plantation Bay Property Owners Association, Inc., a Florida not-for-profit corporation.

Section 2.9 **Master Covenants.** Master Declaration of Covenants and Restrictions for Westlake at Plantation Bay recorded in Official Records Book 0924, at Page 0641 of the public records of Flagler County, Florida, as amended.

Section 2.10 **Declaration of Covenants & Restrictions for Residential Lots.** Declaration of Covenants and Restrictions for Westlake at Plantation Bay Residential Lots recorded in Official Records Book 924, Page 673 of the public records of Flagler County, Florida.

Section 2.11 **Owner.** The record owner or owners of any Lot.

Section 2.12 **Property or Subdivision.** The real property described on the attached Exhibit A, and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.14 **Unit.** A single family townhome dwelling located on a Lot as part of a multifamily building.

Section 2.15 **The Work.** The initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Plantation Bay; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1 **Membership**. Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification**. The Association has two classes of voting membership:

(a) **Class A**. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) **Class B**. The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) December 31, 2022; (ii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iii) when the Developer waives in writing the Class B votes and membership.

Section 4.3 **Co-Ownership**. If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, Master Association or CDD subject to covenants, easements, restrictions, and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, Master Association, or CDD, the receiving entity shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including applicable zoning regulations;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). Addition of land to the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Volusia County, Florida, which shall specifically reference such addition or withdrawal. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. The Association and Master Association shall maintain those portions of the Common Area, if any, designated by applicable permit as conservation tracts, stormwater management tracts, or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state, and federal authorities having jurisdiction. All

maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.3, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.4 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the landscaping, irrigation, signage and hardscaping within the Common Area or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The Developer hereby grants to the Master Association and its successors, assigns, agents, and contractors, an easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintain the road right-of-way. The Developer also grants to CDD and Flagler County and their successors, assigns, agents, and contractors, an easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the drainage system. The easements granted hereby shall not be exercised by any party in a manner that unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI **PROPERTY RIGHTS AND USE RESTRICTIONS**

Section 6.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 6.1. Such Lots may be used for model homes during the development and sale of Lots within the Property. No Lot shall be divided, subdivided, or reduced in size without the prior written consent of the Developer and any such action shall comply with the RPUD Development Agreement and subdivision regulations of Flagler County. Assessments for common expenses attributable to any Lot that may be subdivided pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 6.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer, or after turnover, the ARB.

Section 6.3 **Nuisances.** Nothing shall be done or maintained on any Lot that may be or become an annoyance or nuisance to any party. Any activity on a Lot that interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper, or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances, and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 6.4 **Antenna**. The installation of all aerials, antennae, or satellite dishes shall be subject to the approval of the Developer, or after turnover, the ARB, in accordance with architectural criteria imposed by the Developer or the Association from time to time and applicable law.

Section 6.5 **Lakes**. Only the Developer and CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in or on any such lake. No boats shall be permitted to be operated on any lake, and no swimming shall be permitted therein. Lots that now or may hereafter be adjacent to, or include a portion of, a lake (the "lake parcels") shall be maintained so that such grass, planting, or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade, and contour of the embankment shall not be changed without the prior written consent of the CDD. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the CDD. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The CDD shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The CDD shall have the right to deny such use to any person who, in the opinion of the CDD, may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the CDD.

Section 6.6 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. Each Owner shall be required to provide the Association with written proof of the existence of such insurance coverage upon request. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year, and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot, and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 6.7 **Trees**. No tree or shrub, shall be cut down, destroyed, or removed from a Lot without the prior express written consent of the Developer, or after turnover, the ARB.

Section 6.8 **Artificial Vegetation**. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer, or after turnover, the ARB.

Section 6.9 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer, or after turnover, the ARB.

Section 6.10 **Lighting**. No exterior lighting shall be permitted that alters the residential character of the Subdivision, without the prior written approval of the Developer, or after turnover, the ARB.

Section 6.11 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outdoors. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.12 **Maintenance of Driveways and Sidewalks**. Each Lot Owner shall be responsible for maintenance of the driveway and walkway serving his Lot.

Section 6.13 **Reciprocal Easements**. There are hereby granted reciprocal appurtenant easements between adjacent Lots for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls, or party walls, as provided in this Declaration for the benefit of those persons, including the Association, responsible for or permitted to perform such maintenance, repair, and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces, and sidewalks (and the use thereof for permitted parking purposes and pedestrian access respectively), and for maintenance thereof and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; (v) common sewer lines providing sewage collection facilities to adjacent Lots and for maintenance and repair of shared sewage lines; and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes of and such easements for encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television, radio cables, or utility metering devices and appurtenances) servicing more than one Lot, but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement upon a Lot is authorized only with the consent of its Owner and occupant, which

consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

Section 6.14 **Side and Rear Lot Line Easements.** As the nature of townhouse development necessitates the entry onto adjacent Lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to each adjacent abutting Lot Owner, as to the side of each Lot and rear of interior Lots, and the Association, an easement for ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of the Unit upon such adjacent Lot to the landscaping improvements upon the adjacent Lot.

Section 6.15 **All Rights and Easements Appurtenant.** The benefit of all rights and easements granted by this Article VI constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article VI, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article VI, unless this Article VI expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

Section 6.16 **Utility and Drainage Easements.** The Developer reserves certain rights as provided herein for the benefit of itself and utility companies designated by Developer to service the Property, an easement over, upon and under the Property and the specific easement areas shown on the plat of the Property. The easements may be used to construct, maintain, and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission, and use of electricity, gas, telephone, water, and other utilities, provided such use of the easements shall not unreasonably interfere with continued use and occupancy of any Unit by an Owner.

Section 6.17 **Parking Restrictions.** No vehicle, boat, camper, recreational vehicle, motor home, or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No automobile covered by a tarp may be parked or stored on the Property. No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos, or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway. No overnight parking is permitted on the street. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours

Section 6.18 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration),

including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Architectural Review Board, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the Developer without the prior written approval of the Association.

Section 6.19 Use of Lots. Each Lot shall be improved and used for single family residential purposes only and no trade, business, or profession of any kind may be conducted in, on, or from any Lot. Notwithstanding the foregoing, (i) the letting, renting, or leasing of Lots does not constitute a trade of business prohibited by this Article VI; and (ii) home-based businesses shall be permitted, provided that such businesses do not generate traffic to and from the Lot in excess of the traffic that would normally be generated by the occupancy of such Lot by an Owner and such Owner's family.

Notwithstanding anything to the contrary expressed herein, Developer may, during the Development Period or any time thereafter, use any Lot and any Unit thereon owned by Developer or a successor or assign of Developer, for community marketing and promotional purposes, "stay and play" offerings, in connection with the operation of or events held by the Plantation Bay Country Club or otherwise in connection with the business of the Developer. Such uses shall include, but not be limited to, allowing guests to have short term use and access to the Lot and any Unit thereon for a period of time and upon such terms and conditions as may be determined by the Developer in its sole discretion.

Section 6.20 Leases. No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than six (6) months, nor shall any such dwelling or improvement be leased more than two (2) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

Section 6.21 Front Yard Restrictions. Within the area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard"), no fence, walls, storage areas, or structures of any type may be erected, except for walkways and driveways installed as part of the Work. No additional parking spaces shall be constructed nor any other area used as a parking space within a Front Yard.

Section 6.22 Rear Yard Restrictions. The area of each lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the Front Yard. Further, except fences, walls, and structures constructed as part of the Work, no fence, walls, storage areas, or structures of any type may be erected in any Rear Yard.

Section 6.23 Side Yard Restrictions. The area of each Lot, if any, between the side lot line and the exterior side wall of the building in which the Unit is located and bounded by the

extensions of the front and rear walls of the Unit (the "Side Yard"), is subject in all respects to the same restrictions as the Rear Yard.

Section 6.24 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot.

Section 6.25 **Master Covenants.** The Property is subject to all terms and provisions of the Master Covenants. Among other things, the Master Covenants permit the Master Association to contract for bulk rate services, including without limitation, cable television, internet access, and telephone service. All expenses incurred by the Master Association in connection with any such contract shall constitute an expense that may be funded through the collection of assessments from the Owners by the Master Association pursuant to the Master Covenants. In the event of a conflict between the provisions of the Master Covenants and the provisions of this Declaration, the more restrictive provision shall control. In the event of any ambiguity between such provisions, the decision and interpretation of the Board of Directors of the Master Association shall be dispositive. In the event that the Association shall fail to enforce any provision of this Declaration, the Master Association shall have the right, on not less than fifteen (15) days prior notice to the Association, to enforce such provision at the expense of the Association.

Section 6.26 **Reservation of Right to Release Restrictions.** In addition to the easement rights granted by this Declaration, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot boundary or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property. Upon the granting of such a release to an Owner, copies of such grants shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of each of the affected Lots.

ARTICLE VII **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 7.1 **Building, Landscaping and Yard Maintenance.** The Association shall maintain, repair, and replace all building surfaces on the exterior of each Unit, including without limitation, the roof, gutters, downspouts, and exterior building surfaces, exclusive of glass surfaces, screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on any Lot, all of which shall be maintained by such Owner in accordance with Section 9.1 hereof. The Association shall also provide routine landscaping maintenance for each Lot in a manner, and with such frequency, as is consistent with good property management, the cost of which shall be included in the Annual Assessments described in Article VIII hereof. Such maintenance shall include maintenance, care, and replacement of trees, shrubs, grass, and other similar green areas lying within each Lot, and maintenance and repair of the common irrigation

system serving each Lot. Nothing contained herein shall require the Association to perform any maintenance, repair, or restoration due to fire or other casualty to the Lot.

Section 7.2 **Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws, or rules and regulations. The Association may contract with others to furnish trash collection, insurance coverage, building maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.3 **Personal Property.** The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

Section 7.4 **Rules and Regulations.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles, and Bylaws, as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors, and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.5 **Implied Rights.** The Association may exercise any other right, power, or privilege given to it expressly by this Declaration, the Articles, or Bylaws, and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

Section 7.6 **Access by Association.** The Association has a right of entry onto each Lot to the extent reasonably necessary to discharge its rights of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by law, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable

notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents or employees of any such contractor or manager.

Section 7.7 **Termite and Pest Protection**. The Association shall annually cause the exterior of each Unit to be inspected by a certified pest control operator for termites and other wood destroying insects, and shall maintain a termite and wood destroying insect repair and treatment bond with respect to the exterior of each Unit. The Association shall provide each Owner with a copy of each annual inspection and evidence that the bond is in full force and effect. The cost of these services shall be included in the Annual Assessments described in Article VII hereof.

ARTICLE VIII **COVENANTS FOR ASSESSMENTS**

Section 8.1 **Assessments Established**. For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments, as defined in Section 8.2 of this Article;
- (b) Special assessments, as defined in Section 8.4 of this Article;
- (c) Specific assessments against any particular Lot that is established pursuant to any provisions of this Declaration; and
- (d) All excise or sales taxes, if any, that from time to time may be imposed upon all or any portion of the assessments authorized by this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for pretrial preparation, trial, and appeal, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

Section 8.2 **Purpose of Assessments**. The annual assessments ("Annual Assessments") levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for all purposes reasonably contemplated by the provisions of this Declaration. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

- (a) to the extent Common Area is conveyed to the Association, the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including

the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof;

(b) to provide common landscaping maintenance, the termite bond, and other services described in Article VII hereof; and

(c) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to law.

Section 8.3 Amount.

(a) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two thousand one hundred and No/100 Dollars (\$2,100.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum Annual Assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than ten percent (10%) above the maximum Annual Assessment for the previous year unless otherwise approved by a unanimous vote of the Board of Directors.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least thirty (30) days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors, without interest, so long as payment is not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least thirty (30) days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

Section 8.4 Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, maintenance, renewal, repair, or replacement of personal property or capital improvements within the Property, provided that such assessment is approved by the Board of Directors.

Section 8.5 Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, the Articles or Bylaws, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain the exterior of his Unit, or failure to maintain adequate insurance as required herein, also

may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

Section 8.6 Commencement of Annual Assessment. Annual Assessments shall commence as to all Lots within the Property on the first day of the month following the recording of the first deed of a Unit from the Developer to an Owner other than Developer. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance. Annual Assessments and all other assessments against a Lot shall be collected monthly, quarterly, or annually as determined by the Board of Directors.

Section 8.7 Lien for Assessment. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any mortgage held by an institutional lender ("Mortgage") encumbering such Lot. Except for liens for all sums secured by such Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than thirty (30) days delinquent.

Section 8.8 Remedies of the Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or common services provided by the Association, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 8.9 Foreclosure. The liens for sums assessed pursuant to this Article VIII may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for pretrial preparation, trial, and appeal. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale

to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner on such deficiency, in its sound judicial discretion.

Section 8.10 **Homesteads**. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article VIII is for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 8.11 **Subordination of Lien**. The lien for the assessments provided in this Article VIII is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure, or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that becomes due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to the holder of any First Mortgage encumbering a Lot, any assessments remaining unpaid for more than thirty (30) days, and shall give such holder thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgage holder has previously given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description, and stating the address to which notices shall be given.

Section 8.12 **Capitalization of Association**. Upon acquisition of record title to a Unit each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Developer (the "Capital Contributions"), or after turnover, the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the end of the Development Period, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.

Section 8.13 **Developer's Assessments**. Notwithstanding any provision of this Declaration to the contrary, during the Development Period, as such term is hereafter defined, the Lots and other portions of the Property owned by the Developer shall not be subject to any assessments of any description levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development

Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer, and shall continue until the Developer shall notify the Association that the Development is over and it will no longer pay for operating deficits of the Association. Upon termination of the Development Period and termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE IX OBLIGATIONS OF OWNERS

Section 9.1 **Exterior Unit Maintenance and Alterations.** Each Owner shall, at such Owner's expense, maintain, repair, and replace all glass surfaces and screening, doors, electric and plumbing equipment, air conditioning and heating units, and any other equipment, structures, improvements, additions, or attachments installed by an Owner on the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the work, subject to normal wear and tear that cannot be avoided by normal maintenance. If any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit required to be maintained by such Owner pursuant to this Section 9.1, following fifteen (15) days prior written notice from the Association to the Owner specifying the required maintenance or repair items, the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article VIII of this Declaration.

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Developer, or after turnover, the ARB. The prohibition against altering the exterior appearance shall include within the covered front porch and rear lanai.

Section 9.3 **Insurance and Casualties.** The following insurance requirements and provisions for casualties shall apply to each of the Units:

(a) Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs, against loss or damage by fire, or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location, and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days of notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to

purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

(b) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, a Unit shall be payable solely to the owner's mortgagee, if any, and the Owner, except in the case of damage to more than one (1) contiguous unit(s), in which case the damage shall be adjusted with the carrier by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Units damaged and the Owner's mortgagee, if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable without an increase in cost, a waiver of the right of subrogation against any Lot Owner, members of the Lot Owners family, the Association, its officers, agents and employees, as well as a waiver of the pro rata clause and no other insurance clause.

(c) In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance payable to the Association as trustee for the Owners, the Board of Directors shall, with the concurrence of applicable holders of First Mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as existed immediately prior to the casualty. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, construction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of so repairing or rebuilding the affected buildings, the Board of Directors shall levy a special assessment for the deficiency amount against all Owners of the damaged Units in such proportions as the Board of Directors shall deem fair and equitable. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

(d) In the event of damage or destruction to a Unit by fire or other casualty, the proceeds of which are payable to a Unit Owner and applicable mortgagee, the damaged Unit shall be repaired or restored to its pre-existing condition as soon as reasonably practical. The affected Lot shall be promptly restored to a clean and orderly condition subsequent to any such damage or destruction.

ARTICLE X **ARCHITECTURAL CONTROL**

Section 10.1 **Architectural Review and Approval**. No landscaping, improvement, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway, or other improvement shall be commenced, erected, placed, or maintained upon any Lot or Building Site, or upon the Common

Area, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same have been submitted to, and approved in writing by, the Developer or the Developer's designee, or after turnover, the ARB. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees, and other natural vegetation, and as to specific conformance with architectural criteria that may be imposed from time to time by the Developer, or after turnover, the ARB. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer, or after turnover, the ARB, and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer, or after turnover, the ARB, shall approve or disapprove plans and specifications properly submitted within forty-five (45) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer, or after turnover, the ARB, to the Owner submitting same.

Section 10.2 **Review Procedures**. The Developer, or after turnover, the ARB, shall have the following rights with respect to architectural review and approval conducted in accordance with this Article X:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Developer, or after turnover, the ARB, that shall be applicable to all or any portions of Plantation Bay. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article X. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article X, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer, or after turnover, the ARB.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article X.

(f) To assign to the Association all, or any portion, of Developer's rights of architectural review as reserved by this Article X.

Section 10.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer, or after turnover, the ARB, and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 10.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article X to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article X. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article X.

Section 10.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Developer as contemplated by this Article, the Developer, the ARB, and the Association shall not be liable to any Owner, or to any other person, on account of any claim, liability, damage, or expense suffered or incurred by, or threatened against, an Owner or such other person and arising out of, or in any way related to, the subject matter of any such reviews, acceptances, inspections, permissions, consents, or required approvals, whether given, granted, or withheld by the Developer, the ARB, or the Association.

ARTICLE XI **PARTY WALLS**

Section 11.1 **General Rules of Law to Apply**. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding

party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 **Sharing of Repair and Maintenance**. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use. In the event that any Owners should fail to refuse or perform or pay for any maintenance, repairs, or restorations as required by this Article XI, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida:

(a) The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner by certified or registered mail, postage prepaid, and deposited in the United States Mail.

(b) After expiration of the thirty (30) days following service of the demand, if the delinquent Owner has failed or refused to make the demanded maintenance, repairs, or restorations, the affected Owner may cause such maintenance, repairs, or restorations to be made. In such event, the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs, or restorations, and any damage sustained by the Unit, or loss or expense incurred by the affected Owner, by reason of such failure to timely maintain or restore such party wall, and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under these provisions shall be superior to, or effective against, any bona fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

Section 11.3 **Destruction by Fire or Other Casualty**. If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the wall may restore it and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional acts or omissions.

Section 11.4 **Weatherproofing**. Notwithstanding any other provision of this Article XI, an Owner who by his negligent, willful, or intentional act or omission causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 11.5 **Right to Contributions Runs with Land.** The right of any Owner to contribution from any other Owner under this Article XII is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 11.6 **Easement.** In the event that there shall be located within any party walls pipes, vents, outlets, or other structures serving one or more Lot or Units, the Owner of each Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet, or other structure.

ARTICLE XII **UTILITY PROVISIONS**

Section 12.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving such Owner's Unit that are located between the water meter and such Unit. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 12.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines serving such Owner's Unit that are located between the sewer clean-out structure and such Owner's Unit, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal, or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 12.3 **Solid Waste Recycling.** Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Volusia County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads may be constructed within the Property and shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 12.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 12.5 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance, and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 12.5, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of

electronic communications.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Remedies for Violations.

13.1.1 If any Owner or other person shall violate, or attempt to violate, any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating, or attempting to violate, any such covenant; or (ii) to maintain any proceeding against those so violating, or attempting to violate, any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provision of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorney's fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule, or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Compliance Committee: The Board of Directors shall appoint an Compliance Committee to perform the functions given it under this Section. The Compliance Committee shall consist of at least three (3) Members who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of such an officer, director, or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Compliance Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Board shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Board (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, that shall remain in full force and effect.

Section 13.3 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered that are not inconsistent with, and that do not lower standards established by, this Declaration.

Section 13.4 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 Termination or Amendment. The covenants, restrictions, easements, and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Volusia County, Florida. For so long as there is a Class B Membership, and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the

Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area, and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and VA, the request shall be deemed approved thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

Section 13.6 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.7 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.8 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Volusia County, Florida.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY AFTER THIS PAGE]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 9th day of August 2017.

Signed, sealed and delivered in the presence of:

Teri L. Hansen
TERI L. HANSEN
(Print Name)

Joanne Schmieder
JOANNE SCHMIEDER
(Print Name)

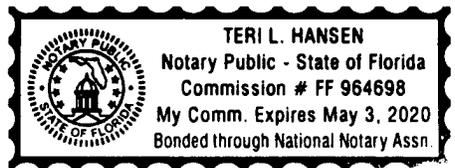
INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PLANMOR, INC., a Florida corporation, as Managing General Partner

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 9th day of August, 2017, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership



Teri L. Hansen
(Print Name) TERI L. HANSEN
NOTARY PUBLIC, State of Florida
Commission # FF 964698
My Commission Expires: May 3, 2020

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTIONS 9 AND 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S89°09'33"W FOR A DISTANCE OF 23.09 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°18'01"E FOR A DISTANCE OF 3040.31 FEET; THENCE S89°54'39"W FOR A DISTANCE OF 1783.74 FEET; THENCE N00°17'02"E FOR A DISTANCE OF 1093.51 FEET TO THE EASTERLY LINE OF A FLAGLER COUNTY SCHOOL/PARK SITE; THENCE ALONG SAID SCHOOL/PARK SITE THE FOLLOWING FIVE (5) COURSES; (1) N63°16'56"E, 473.64 FEET; (2) N15°25'46"E, 406.25 FEET; (3) S60°56'09"E, 704.81 FEET; (4) N04°17'50"W, 450.94 FEET; (5) N48°23'22"W, 1313.11 FEET; THENCE DEPARTING SAID EASTERLY LINE N54°08'48"E FOR A DISTANCE OF 766.62 FEET; THENCE N89°24'40"E FOR A DISTANCE OF 18.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, 317.61 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 28°53'07", A CHORD BEARING OF S76°08'46"E AND A CHORD DISTANCE OF 314.26 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE N89°23'04"E FOR A DISTANCE OF 504.63 FEET; THENCE N86°03'25"E FOR A DISTANCE OF 127.67 FEET; THENCE S01°18'01"E FOR A DISTANCE OF 23.19 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINING 96.49 ACRES (4,203,149 SQUARE FEET), MORE OR LESS.

EXHIBIT B

Common Area

Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O as depicted on the Plantation Bay Section 2A-F, Unit 7 plat.

FCC RD

Exhibit C

By-Laws

FCC RD

BYLAWS**OF****CREEKSIDE TOWNHOMES AT WESTLAKE PROPERTY OWNERS ASSOCIATION, INC.****I. DEFINITIONS.**

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Creekside Townhomes at Westlake ("Declaration") to be recorded in the public records of Flagler County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Creekside Townhomes at Westlake Property Owners Association, Inc. ("Association") shall be at 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. The Owners and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, nominations for the election of Board members shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

C. Petitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members other than the Developer, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section E of this Article V.

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting or, in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

F. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present, or if the election is conducted by mail, the Association must receive, as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

G. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents, and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit

the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents, and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto, that shall be kept in the office of the Association and shall be open to inspection by any Member; and

- (c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held not less frequently than annually and on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall

perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. **COMMITTEES.**

A. The standing committee of the Association shall be the Nominating Committee. The Nominating Committee shall have the duties, authority, and functions as described elsewhere in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members, and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records, and papers of the Association shall be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. The Board of Directors shall have the right to adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the cost of providing copies of the Association's records including without limitation, the actual cost of copying the records. The Association shall maintain an adequate number of copies of the Declaration and any other recorded documents pertaining to the Association to ensure their availability to Members and prospective Members, and may charge only the Association's actual costs for reproducing and furnishing such documents to those persons who are entitled to receive them. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary, or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Members either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary, and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding sixty percent (60%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. **SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Creekside Townhomes at Westlake Property Owners Association, Inc., not for profit, 20176

XIV. **AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Flagler County, Florida.

XV. **INCONSISTENCIES.**

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Exhibit D

Articles of Incorporation

FCC RD

NI 170000005838

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600300532706

06/20/17--01020--02: **35.00

AC
JUN 27 2017

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Creekside at Westlake Property Owners Association, Inc.

DOCUMENT NUMBER: N17000005838

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Teri Hansen
(Name of Contact Person)

(Firm/ Company)

2379 Beville Road
(Address)

Daytona Beach, Florida 32119
(City/ State and Zip Code)

thansen@icihomes.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Teri Hansen at 386 236-4113
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is Enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Creekside at Westlake Property Owners Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N17000005838

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Creekside Townhomes at Westlake Property Owners Association, Inc.

The new

name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name

B. Enter new principal office address, if applicable:

*(Principal office address **MUST BE A STREET ADDRESS**)*

C. Enter new mailing address, if applicable:

*(Mailing address **MAY BE A POST OFFICE BOX**)*

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

(Florida street address)

New Registered Office Address:

(City)

*Florida
(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P - President; V - Vice President; T - Treasurer; S - Secretary; D - Director; TR - Trustee; C - Chairman or Clerk; CEO - Chief Executive Officer; CFO - Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PF as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

The date of each amendment(s) adoption: June 12, 2017, if other than the date this document was signed.

Effective date if applicable: June 12, 2017
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated June 12, 2017

Signature *Richard Smith*

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Richard Smith

(Typed or printed name of person signing)

President

(Title of person signing)

N17000005838

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100299406231

05/31/17--01021--016 **70.00

FCC RD

FILED
17 MAY 31 AM 10:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2 05/01/17

**ARTICLES OF INCORPORATION
OF
CREEKSIDE AT WESTLAKE
PROPERTY OWNERS ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

FILED
17 MAY 31 AM 10:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I. NAME AND DEFINITIONS.

The name of this corporation shall be Creekside at Westlake Property Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Creekside at Westlake Townhomes to be recorded in the public records of Flagler County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects, and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair, and replace the Common Area, including without limitation the structures, landscaping, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to, and accepted by, the Association.

C. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations, and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, acquire, replace, improve, maintain, operate, and repair such buildings, structures, landscaping, and equipment, and to provide such other services for the benefit of the members of the Association as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities, and pursuing any and all of the objects and purposes, set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures, and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association that may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Developer and each Owner.

VI. VOTING AND ASSESSMENTS.

A. The Association shall have two classes of voting Members. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. Class A. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

2. Class B. The Class B member is the Developer and is entitled to three (3) votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total number of votes allocated to the Class A members equals the total number of votes allocated to the Class B member; (ii) December 31, 2020; (iii) three months after ninety percent (90%) of the Lots have been conveyed by Developer to members of the Association; or (iv) when the Developer waives in writing the Class B votes and membership.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The specific number of Directors shall be fixed by the Board of Directors from time to time. Directors need not be Members of the Association and need not be residents of the State of Florida; provided however, no person who is a Member who is not in good standing with the Association shall be eligible to serve as a Director. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint all of the Directors.

B. Elections of members of the Board of Directors shall be by plurality vote. At the first annual election following the Developer's relinquishment of its right to appoint all of the members of the Board of Directors, the terms of office of the two (2) Directors receiving the highest number of votes shall be established at two (2) years. The remaining Director shall serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of each Director so elected or appointed at each annual

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

J. Andrew Hagan, Esq.
2379 Beville Road
Daytona Beach, FL 32119

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise that he served at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise that he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all

circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the portion of Property that is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties that at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

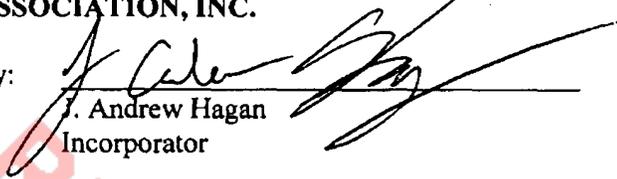
B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation,

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

PRESTWICK TOWNHOMES III AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2379 BEVILLE ROAD, DAYTONA BEACH, FLORIDA 32119, HAS NAMED J. ANDREW HAGAN, ESQUIRE, WHOSE ADDRESS IS 2379 BEVILLE ROAD, DAYTONA BEACH, FL 32119, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

CREEKSIDE AT WESTLAKE PROPERTY OWNERS ASSOCIATION, INC.

By:


J. Andrew Hagan
Incorporator

Dated: May 30, 2017

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



J. ANDREW HAGAN, ESQUIRE
Registered Agent

Dated: May 30, 2017

FCC RD

FILED
17 MAY 31 AM 10:21
SECRETARY OF STATE
TALLAHASSEE FLORIDA

CONSENT AND JOINDER OF MORTGAGEE

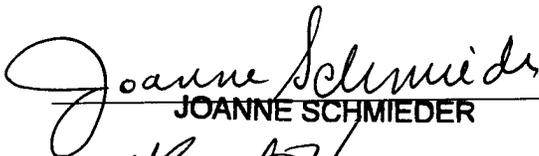
FF Florida Southern Holdings, LLLP, a Florida limited liability limited partnership ("Mortgagee") is the holder of that certain Real Estate Mortgage ("Mortgage") recorded in Official Records Book 1526, at page 954, as modified pursuant to that certain Spreader Agreement recorded in Official Records Book 1728, Page 1709, and Official Records Book 1738, Page 1282, Modification recorded in Official Records Book 1827, Page 1425 and Assignment of Mortgage recorded in Official Records Book 1865, Page 846, all of the public records of Flagler County, Florida. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for Creekside Townhomes at Westlake to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered in the presence of:

FF FLORIDA SOUTHERN HOLDINGS, LLLP, a Florida limited liability Limited Partnership

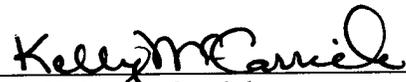
By: FF FLORIDA SOUTHERN ENTERPRISES, LLLP, a Florida limited liability limited partnership, its general partner

By: FF FLORIDA HOLDINGS, LLC, a Florida limited liability company, its general partner



JOANNE SCHMIEDER


TERI L. HANSEN

By: 

Kelly McCarrick
Its: Vice President

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 9th day of August, 2017, by Kelly McCarrick the Vice President of FF Florida Holdings, LLC, a Florida limited liability company, general partner of FF Florida Southern Enterprises, LLLP, a Florida limited liability limited partnership, general partner of FF Florida Southern Holdings, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He/She is personally known to me or has produced _____ as identification.

Teri L. Hansen

(Print Name TERI L. HANSEN)

NOTARY PUBLIC, State of Florida at Large.

Commission No. FF 964698

My Commission Expires: May 3, 2020



Personally Known or Produced I.D.
[check one of the above]

Type of Identification Produced

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

**DESIGNATION OF CO-DEVELOPER UNDER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
CREEKSIDE TOWNHOMES AT WESTLAKE PROPERTY OWNERS
ASSOCIATION, INC.**

WHEREAS, Intervest at Plantation Bay, a Florida general partnership (“IPB”) is the Developer under that certain Declaration of Covenants and Restrictions for Creekside Townhomes (the “Declaration”) originally recorded in Official Records Book 2225, Page 623 of the Public Records of Flagler County, Florida; and

WHEREAS, Developer has conveyed Property to Volusia Residential Construction, LLC, a Florida limited liability company (“VRC”) pursuant to that certain Corrective Special Warranty Deed recorded in Official Records Book 2315, Page 1560, of the Public Records of Flagler County, Florida; and

WHEREAS, Developer has conveyed Property to WL Residential Land, LLC, a Florida limited liability company (“WLR”) pursuant to that certain Special Warranty Deed recorded in Official Records Book 1723, Page 861, of the public records of Flagler County, Florida; and

WHEREAS, WLR has conveyed Property to CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company (“CPHG”) pursuant to that certain Corrective Special Warranty Deed recorded in Official Records Book 2473, Page 742, of the public records of Flagler County, Florida; and

WHEREAS, WLR has conveyed Property to VRC pursuant to that certain Corrective Special Warranty Deed recorded in Official Records Book 2473, Page 746, of the public records of Flagler County, Florida; and

WHEREAS, Developer, VRC and CPHG agree that they shall be designated as the Co-Developer’s under the Declaration.

WHEREAS, Section 3.2 of the Declaration permits the Co-Developer’s to annex additional lands within the Creekside Townhomes subdivision to the Declaration; and

NOW, THEREFORE, the undersigned declare and state as follows:

IPB hereby designates itself, VRC and CPHG as Co-Developer’s, vesting each with all rights, privileges, and powers of the Developer as described in the Declaration and all responsibilities as to the Property accruing after the effective date.

The undersigned hereby accepts the status as Co-Developer's under the Declaration as to the Property as of the effective date and agrees to perform as Developer as to the Property under the terms of the Declaration from and after the effective date.

The effective date of this designation is September 20, 2018.

Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed and Sealed in the Presence of:


Printed Name: TERI L. HANSEN


Printed Name: Kathleen Ragan

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PLANMOR, INC., a Florida corporation, its general partner

By: 
Morteza Hosseini-Kargar
Its: President

VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company


Printed Name: TERI L. HANSEN


Printed Name: Kathleen Ragan

By: 
Morteza Hosseini-Kargar
Its: President

CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company

By: VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, its sole member

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, its sole member

Teri L. Hansen
Printed Name: TERI L. HANSEN

Kathleen Ragan
Printed Name: KATHLEEN RAGAN.

By: *Morteza Hosseini-Kargar*
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

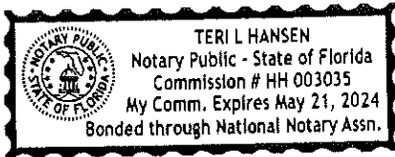
The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, general partner of INTERVEST AT PLANTATION BAY, a Florida general partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

NOTARY PUBLIC:
Teri L. Hansen
Sign: _____
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.

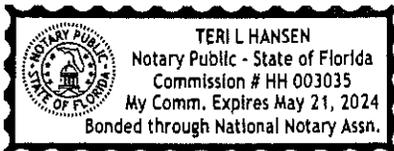


NOTARY PUBLIC:

Sign: *Teri L Hansen*
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, sole member of CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: *Teri L Hansen*
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

**DESIGNATION OF CO-DEVELOPER UNDER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WESTLAKE AT PLANTATION BAY**

WHEREAS, Intervest at Plantation Bay, a Florida general partnership (“IPB”) is the Developer under that certain Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay (the “Declaration”) originally recorded in Official Records Book 924, Page 641 of the Public Records of Flagler County, Florida; and

WHEREAS, Developer has conveyed Property to WL Residential Land, LLC, a Florida limited liability company (“WRL”) pursuant to that certain Special Warranty Deed recorded in Official Records Book 1723, Page 861, of the public records of Flagler County, Florida; and

WHEREAS, WRL has conveyed Property to Volusia Residential Construction, LLC, a Florida limited liability company (“VRC”) pursuant to that certain Corrective Special Warranty Deed recorded in Official Records Book 2473, Page 746, of the Public Records of Flagler County, Florida; and

WHEREAS, WRL has conveyed Property to CP and HG Residential Lots, LLC, a Florida limited liability company (“CPHG”) pursuant to that certain Corrective Special Warranty Deed recorded in Official Records Book 2473, Page 742, of the public records of Flagler County, Florida; and

WHEREAS, Developer, VRC and CPHG agree that they shall be designated as the Co-Developer’s under the Declaration.

WHEREAS, Section 3.2 of the Declaration permits the Co-Developer’s to annex additional lands within the Westlake at Plantation Bay subdivision to the Declaration and Section 10.7 of the Declaration permits the Co-Developer to file amendments to the Declaration; and

NOW, THEREFORE, the undersigned declare and state as follows:

IPB hereby designates itself, VRC and CPHG as Co-Developer’s, vesting each with all rights, privileges, and powers of the Developer as described in the Declaration and all responsibilities as to the Property accruing after the effective date.

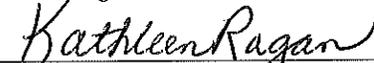
The undersigned hereby accepts the status as Co-Developer's under the Declaration as to the Property as of the effective date and agrees to perform as Developer as to the Property under the terms of the Declaration from and after the effective date.

The effective date of this designation is June 15, 2020.

Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

Signed and Sealed in the Presence of:


Printed Name: TERI L. HANSEN

Printed Name: ~~TERI L. HANSEN~~
Kathleen Ragan

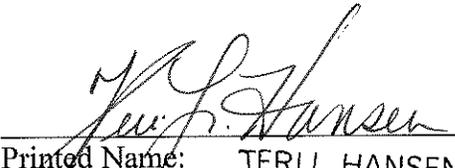
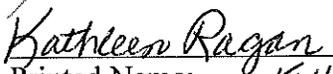
INTERVEST AT PLANTATION BAY, a Florida general partnership

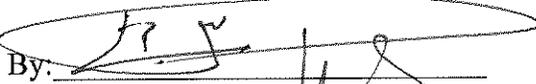
By: PLANMOR, INC., a Florida corporation, its general partner

By: 
Morteza Hosseini-Kargar
Its: President

VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company


Printed Name: TERI L. HANSEN

Printed Name: Kathleen RAGAN

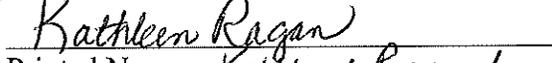
By: 
Morteza Hosseini-Kargar
Its: President

CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company

By: VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, its sole member

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, its sole member


Printed Name: TERI L. HANSEN

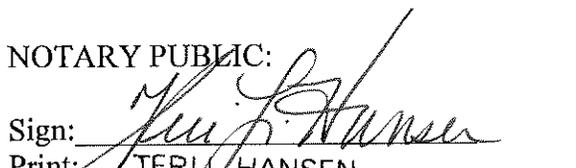

Printed Name: Kathleen Ragan.

By: 
Morteza Hosseini-Kargar
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, general partner of INTERVEST AT PLANTATION BAY, a Florida general partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:
Sign: 
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.

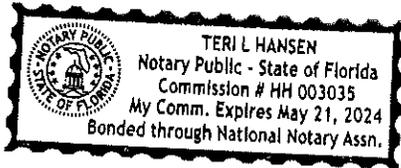


NOTARY PUBLIC:

Sign: [Signature]
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, sole member of CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: [Signature]
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, FL 32119

**DESIGNATION OF CO-DEVELOPER UNDER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS**

WHEREAS, Intervest at Plantation Bay, a Florida general partnership (“IPB”) is the Developer under that certain Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots (the “Declaration”) originally recorded in Official Records Book 924, Page 670 of the Public Records of Flagler County, Florida; and

WHEREAS, Developer has conveyed Property to WL Residential Land, LLC, a Florida limited liability company (“WRL”) pursuant to that certain Special Warranty Deed recorded in Official Records Book 1723, Page 861, of the public records of Flagler County, Florida; and

WHEREAS, WRL has conveyed Property to Volusia Residential Construction, LLC, a Florida limited liability company (“VRC”) pursuant to that certain Corrective Special Warranty Deed recorded in Official Records Book 2473, Page 746, of the Public Records of Flagler County, Florida; and

WHEREAS, WRL has conveyed Property to CP and HG Residential Lots, LLC, a Florida limited liability company (“CPHG”) pursuant to that certain Corrective Special Warranty Deed recorded in Official Records Book 2473, Page 742, of the public records of Flagler County, Florida; and

WHEREAS, Developer, VRC and CPHG agree that they shall be designated as the Co-Developer’s under the Declaration.

WHEREAS, Section 3.2 of the Declaration permits the Co-Developer’s to annex additional lands within the Westlake at Plantation Bay subdivision to the Declaration and Section 10.7 of the Declaration permits the Co-Developer to file amendments to the Declaration; and

NOW, THEREFORE, the undersigned declare and state as follows:

IPB hereby designates itself, VRC and CPHG as Co-Developer’s, vesting each with all rights, privileges, and powers of the Developer as described in the Declaration and all responsibilities as to the Property accruing after the effective date.

The undersigned hereby accepts the status as Co-Developer's under the Declaration as to the Property as of the effective date and agrees to perform as Developer as to the Property under the terms of the Declaration from and after the effective date.

The effective date of this designation is June 15, 2020.

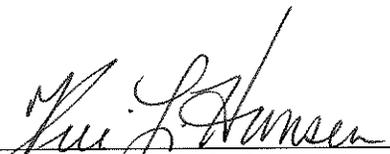
Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

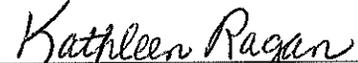
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date so indicated.

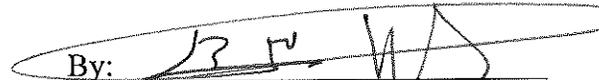
Signed and Sealed in the Presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: PLANMOR, INC., a Florida corporation, its general partner


Printed Name: TERIL L. HANSEN

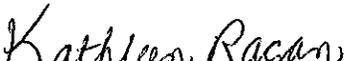

Printed Name: Kathleen RAGAN

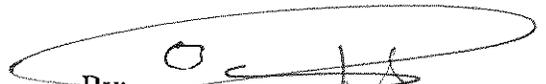
By: 
Morteza Hosseini-Kargar
Its: President

VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company

By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company


Printed Name: TERIL L. HANSEN


Printed Name: Kathleen RAGAN

By: 
Morteza Hosseini-Kargar
Its: President

CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company

By: VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, its sole member

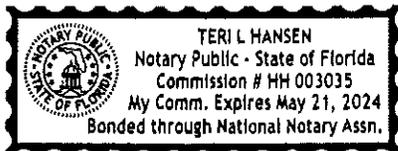
By: ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, its sole member

Teri L Hansen
Printed Name: TERIL HANSEN
Kathleen Ragan
Printed Name: KATHLEEN RAGAN

By: *Morteza Hosseini-Kargar*
Morteza Hosseini-Kargar
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec., 2020, by Morteza Hosseini-Kargar, as President of PLANMOR, INC., a Florida corporation, general partner of INTERVEST AT PLANTATION BAY, a Florida general partnership. He is personally known to me or has produced _____ as identification and has not taken an oath.

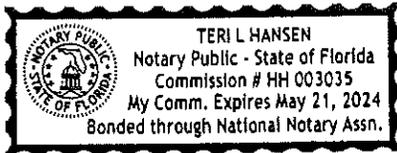


NOTARY PUBLIC:

Sign: *Teri L. Hansen*
Print: TERIL HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec., 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.

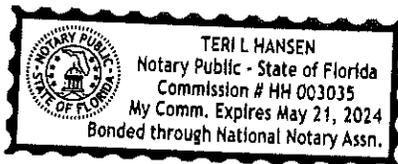


NOTARY PUBLIC:

Sign: *Teri L. Hansen*
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec., 2020, by Morteza Hosseini-Kargar, President of ICI HOMES RESIDENTIAL HOLDINGS, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, sole member of CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and has not taken an oath.



NOTARY PUBLIC:

Sign: *Teri L. Hansen*
Print: TERI L. HANSEN
My Commission Number: HH003035
My Commission Expires: May 21, 2024

THIS DOCUMENT PREPARED
BY AND RETURN TO:

J. ANDREW HAGAN, ESQ.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY RESIDENTIAL LOTS
(Plantation Bay Section 2A-F, Unit 13)

THIS SUPPLEMENTAL DECLARATION is made effective Dec. 7, 2020 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership, **VOLUSIA RESIDENTIAL CONSTRUCTION, LLC**, a Florida limited liability company and **CP AND HG RESIDENTIAL LOTS, LLC**, a Florida limited liability company (the "Co-Developers").

W I T N E S S E T H :

WHEREAS, **VOLUSIA RESIDENTIAL CONSTRUCTION, LLC** and **CP AND HG RESIDENTIAL LOTS, LLC**, two of the Co-Developers are the owners of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay Residential Lots has been recorded in Official Records Book 924, at page 670 of the public records of Flagler County, Florida, as amended (together, the "Declaration"); and

WHEREAS, the Co-Developers desire to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Co-Developers hereby declare that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

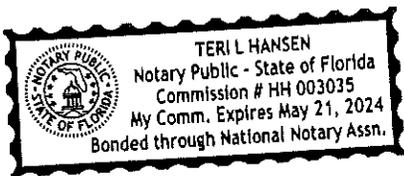
By: Planmor, Inc., a Florida corporation, as Managing General Partner

Teri L. Hansen
TERI L. HANSEN
(Print Name)
Kathleen Regan
Kathleen Regan
(Print Name)

By: Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 14th day of Dec, 2020, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



Teri L. Hansen
(Print Name TERI L. HANSEN)
NOTARY PUBLIC, State of Florida
Commission # HH 003035
My Commission Expires: May 21, 2024
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

IN WITNESS WHEREOF, the Co-Developers have caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company

By: ICI Homes Residential Holdings, LLC, a Florida limited liability company, its sole member

By: [Signature] Morteza Hosseini-Kargar President

[Signature] TERIL L. HANSEN

(Print Name)

[Signature] Kathleen Ragan

(Print Name)

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, the President of ICI Homes Residential Holdings, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, on behalf of the company.



[Signature] TERIL L. HANSEN
NOTARY PUBLIC, State of Florida
Commission # HH 003035
My Commission Expires: May 21, 2024
Personally Known X
or Produced I.D.
[check one of the above]
Type of Identification Produced

IN WITNESS WHEREOF, the Co-Developers have caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company

By: Volusia Residential Construction, LLC, a Florida limited liability company, its sole member

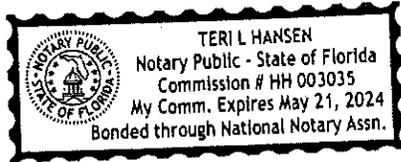
By: ICI Homes Residential Holdings, LLC, a Florida limited liability company, its sole member

Handwritten signature of Teri L. Hansen, printed name TERIL HANSEN, and handwritten signature of Kathleen Ragan, printed name Kathleen Ragan.

Handwritten signature of Morteza Hosseini-Kargar, printed name Morteza Hosseini-Kargar, President.

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization on this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, the President of ICI Homes Residential Holdings, LLC, a Florida limited liability company, sole member of VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company, sole member of CP and HG Residential Lots, LLC, a Florida limited liability company, on behalf of the company.



Handwritten signature of Teri L. Hansen, printed name TERIL HANSEN, NOTARY PUBLIC, State of Florida, Commission # HH003035, My Commission Expires: May 21, 2024, Personally Known X, or Produced I.D., [check one of the above] Type of Identification Produced

EXHIBIT A

The Property

Volusia Residential Construction, LLC Property

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 191.05 FEET; THENCE N87°38'29"E, TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6 THE FOLLOWING 6 COURSES, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 417.93 FEET; THENCE S01°18'21"E, 214.10 FEET; THENCE S03°50'29"E, 210.98 FEET; THENCE S01°36'59"E, 456.77 FEET; THENCE S02°49'17"E, TO A POINT ON THE NORTH LINE OF PLANTATION BAY, SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, 416.79 FEET; THENCE ALONG THE NORTH LINE OF SAID UNIT 7 THE FOLLOWING 4 COURSES, S85°59'55"W, ALONG THE NORTH LINE 127.67 FEET; THENCE S89°19'33"W, 504.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 28°53'07", AND A CHORD BEARING OF N76°12'17"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 317.61 FEET; THENCE S89°21'17"W, 18.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 62.66 ACRES (2,729,468 SQUARE FEET), MORE OR LESS.

LESS AND EXCEPT

NORTH AREA

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E ALONG SAID NORTH LINE, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 152.86 FEET TO THE POINT OF BEGINNING; THENCE N16°09'04"E, 38.19 FEET; THENCE N87°38'29"E TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 188.54 FEET; THENCE S86°57'51"W, 186.24 FEET; THENCE N70°54'34"W, 191.79 FEET; THENCE N75°10'35"W, 280.00 FEET; THENCE N04°13'49"W, 180.17 FEET; THENCE N20°24'40"W, 334.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.63 ACRES (419,605 SQUARE FEET), MORE OR LESS.

AND

SOUTH AREA
LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 81.66 FEET; THENCE N67°56'24"E, 236.40 FEET; THENCE N87°04'14"E, 229.87 FEET; THENCE S02°55'46"E, 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°35'35" AND A CHORD BEARING OF S03°52'01"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 65.24 FEET; THENCE S10°39'49"W, 129.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°36'35" AND A CHORD BEARING OF S53°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 37.36 FEET TO THE POINT OF COMPOUND CURVATURE

CONCAVE NORTHERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 06°55'58" AND A CHORD BEARING OF N87°10'51"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 76.23 FEET; THENCE S89°20'53"W, 18.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.98 ACRES (129,814 SQUARE FEET), MORE OR LESS.

CP and HG Residential Lots, LLC Property

NORTH AREA
LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E ALONG SAID NORTH LINE, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 152.86 FEET TO THE POINT OF BEGINNING; THENCE N16°09'04"E, 38.19 FEET; THENCE N87°38'29"E TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 188.54 FEET; THENCE S86°57'51"W, 186.24 FEET; THENCE N70°54'34"W, 191.79 FEET; THENCE N75°10'35"W, 280.00 FEET; THENCE N04°13'49"W, 180.17 FEET; THENCE N20°24'40"W, 334.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.63 ACRES (419,605 SQUARE FEET), MORE OR LESS.

AND

SOUTH AREA
LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 81.66 FEET; THENCE N67°56'24"E, 236.40 FEET; THENCE N87°04'14"E, 229.87 FEET; THENCE S02°55'46"E, 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°35'35" AND A CHORD BEARING OF S03°52'01"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 65.24 FEET; THENCE S10°39'49"W, 129.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°36'35" AND A CHORD BEARING OF S53°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 37.36 FEET TO THE POINT OF COMPOUND CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 06°55'58" AND A CHORD BEARING OF N87°10'51"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 76.23 FEET; THENCE S89°20'53"W, 18.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.98 ACRES (129,814 SQUARE FEET), MORE OR LESS.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

J. ANDREW HAGAN, ESQ.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

Inst No: 2020053721 12/21/2020 2:21 PM
BK:2508 PG:111 PAGES:8
RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CREEKSIDE TOWNHOMES AT WESTLAKE
(Plantation Bay Section 2A-F, Unit 13)

THIS SUPPLEMENTAL DECLARATION is made effective Dec. 7, 2020 by **INTERVEST AT PLANTATION BAY**, a Florida general partnership, **VOLUSIA RESIDENTIAL CONSTRUCTION, LLC**, a Florida limited liability company and **CP AND HG RESIDENTIAL LOTS, LLC**, a Florida limited liability company (the "Co-Developers").

W I T N E S S E T H :

WHEREAS, **VOLUSIA RESIDENTIAL CONSTRUCTION, LLC** and **CP AND HG RESIDENTIAL LOTS, LLC**, two of the Co-Developers are the owners of certain real property more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Creekside Townhomes at Westlake have been recorded in Official Records Book 2225, at page 623 of the public records of Flagler County, Florida, as amended (together, the "Declaration"); and

WHEREAS, the Co-Developers desire to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

NOW THEREFORE, the Co-Developers hereby declare that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

INTERVEST AT PLANTATION BAY, a Florida general partnership

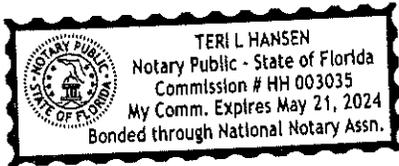
By: Planmor, Inc., a Florida corporation, as Managing General Partner

TERIL HANSEN (Print Name)
Kathleen Ragan (Print Name)

Morteza Hosseini-Kargar (Print Name)
President

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec, 2020, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership,



TERIL HANSEN (Print Name)
NOTARY PUBLIC, State of Florida
Commission # HH 003035
My Commission Expires: May 21, 2024
Personally Known X
or Produced I.D.
[check one of the above]
Type of Identification Produced

EXHIBIT A

The Property

Volusia Residential Construction, LLC Property

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 191.05 FEET; THENCE N87°38'29"E, TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6 THE FOLLOWING 6 COURSES, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 417.93 FEET; THENCE S01°18'21"E, 214.10 FEET; THENCE S03°50'29"E, 210.98 FEET; THENCE S01°36'59"E, 456.77 FEET; THENCE S02°49'17"E, TO A POINT ON THE NORTH LINE OF PLANTATION BAY, SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, 416.79 FEET; THENCE ALONG THE NORTH LINE OF SAID UNIT 7 THE FOLLOWING 4 COURSES, S85°59'55"W, ALONG THE NORTH LINE 127.67 FEET; THENCE S89°19'33"W, 504.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 28°53'07", AND A CHORD BEARING OF N76°12'17"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 317.61 FEET; THENCE S89°21'17"W, 18.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 62.66 ACRES (2,729,468 SQUARE FEET), MORE OR LESS.

LESS AND EXCEPT

NORTH AREA

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E ALONG SAID NORTH LINE, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 152.86 FEET TO THE POINT OF BEGINNING; THENCE N16°09'04"E, 38.19 FEET; THENCE N87°38'29"E TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 188.54 FEET; THENCE S86°57'51"W, 186.24 FEET; THENCE N70°54'34"W, 191.79 FEET; THENCE N75°10'35"W, 280.00 FEET; THENCE N04°13'49"W, 180.17 FEET; THENCE N20°24'40"W, 334.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.63 ACRES (419,605 SQUARE FEET), MORE OR LESS.

AND

SOUTH AREA
LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 81.66 FEET; THENCE N67°56'24"E, 236.40 FEET; THENCE N87°04'14"E, 229.87 FEET; THENCE S02°55'46"E, 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°35'35" AND A CHORD BEARING OF S03°52'01"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 65.24 FEET; THENCE S10°39'49"W, 129.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°36'35" AND A CHORD BEARING OF S53°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 37.36 FEET TO THE POINT OF COMPOUND CURVATURE

CONCAVE NORTHERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 06°55'58" AND A CHORD BEARING OF N87°10'51"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 76.23 FEET; THENCE S89°20'53"W, 18.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.98 ACRES (129,814 SQUARE FEET), MORE OR LESS.

CP and HG Residential Lots, LLC Property

NORTH AREA
LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E ALONG SAID NORTH LINE, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 152.86 FEET TO THE POINT OF BEGINNING; THENCE N16°09'04"E, 38.19 FEET; THENCE N87°38'29"E TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 188.54 FEET; THENCE S86°57'51"W, 186.24 FEET; THENCE N70°54'34"W, 191.79 FEET; THENCE N75°10'35"W, 280.00 FEET; THENCE N04°13'49"W, 180.17 FEET; THENCE N20°24'40"W, 334.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.63 ACRES (419,605 SQUARE FEET), MORE OR LESS.

AND

SOUTH AREA
LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 81.66 FEET; THENCE N67°56'24"E, 236.40 FEET; THENCE N87°04'14"E, 229.87 FEET; THENCE S02°55'46"E, 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°35'35" AND A CHORD BEARING OF S03°52'01"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 65.24 FEET; THENCE S10°39'49"W, 129.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°36'35" AND A CHORD BEARING OF S53°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 37.36 FEET TO THE POINT OF COMPOUND CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 06°55'58" AND A CHORD BEARING OF N87°10'51"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 76.23 FEET; THENCE S89°20'53"W, 18.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.98 ACRES (129,814 SQUARE FEET), MORE OR LESS.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

J. ANDREW HAGAN, ESQ.
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SUPPLEMENTAL MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTLAKE AT PLANTATION BAY
(Plantation Bay Section 2A-F, Unit 13)

THIS SUPPLEMENTAL MASTER DECLARATION is made effective Dec. 7, 2020 by INTERVEST AT PLANTATION BAY, a Florida general partnership, VOLUSIA RESIDENTIAL CONSTRUCTION, LLC, a Florida limited liability company and CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company (the "Co-Developers").

WITNESSETH:

WHEREAS, Volusia Residential Construction, LLC and CP and HG Residential Lots, LLC two of the Co-Developers are the owners of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Westlake at Plantation Bay has been recorded in Official Records Book 924, at page 641 of the public records of Flagler County, Florida, and as amended (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration and to designate additional Common Area as provided for under the terms of Sections 3.2 and 4.3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Master Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time.
3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded. In the event of conflict between the Declaration and this Supplemental Master Declaration, this Supplemental Master Declaration shall control.
4. This Supplemental Master Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the Co-Developers have caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
TERYL HANSEN
(Print Name)
Kathleen Ragan
KATHLEEN RAGAN
(Print Name)

INTERVEST AT PLANTATION BAY, a Florida general partnership

By: Planmor, Inc., a Florida corporation, as Managing General Partner

By: [Signature]
Morteza Hosseini-Kargar
President

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of Dec., 2020, by Morteza Hosseini-Kargar, the President of Planmor, Inc., a Florida corporation, as Managing General Partner of INTERVEST AT PLANTATION BAY, a Florida general partnership, on behalf of the partnership.



[Signature]
(Print Name TERI L. HANSEN)
NOTARY PUBLIC, State of Florida
Commission # HH 003035
My Commission Expires: May 21, 2024
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

The Property

Volusia Residential Construction, LLC Property

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 191.05 FEET; THENCE N87°38'29"E, TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6 THE FOLLOWING 6 COURSES, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 417.93 FEET; THENCE S01°18'21"E, 214.10 FEET; THENCE S03°50'29"E, 210.98 FEET; THENCE S01°36'59"E, 456.77 FEET; THENCE S02°49'17"E, TO A POINT ON THE NORTH LINE OF PLANTATION BAY, SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, 416.79 FEET; THENCE ALONG THE NORTH LINE OF SAID UNIT 7 THE FOLLOWING 4 COURSES, S85°59'55"W, ALONG THE NORTH LINE 127.67 FEET; THENCE S89°19'33"W, 504.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 28°53'07", AND A CHORD BEARING OF N76°12'17"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 317.61 FEET; THENCE S89°21'17"W, 18.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 62.66 ACRES (2,729,468 SQUARE FEET), MORE OR LESS.

LESS AND EXCEPT

NORTH AREA

{00087854.DOC.}

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E ALONG SAID NORTH LINE, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 152.86 FEET TO THE POINT OF BEGINNING; THENCE N16°09'04"E, 38.19 FEET; THENCE N87°38'29"E TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 188.54 FEET; THENCE S86°57'51"W, 186.24 FEET; THENCE N70°54'34"W, 191.79 FEET; THENCE N75°10'35"W, 280.00 FEET; THENCE N04°13'49"W, 180.17 FEET; THENCE N20°24'40"W, 334.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.63 ACRES (419,605 SQUARE FEET), MORE OR LESS.

AND

SOUTH AREA
LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 81.66 FEET; THENCE N67°56'24"E, 236.40 FEET; THENCE N87°04'14"E, 229.87 FEET; THENCE S02°55'46"E, 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°35'35" AND A CHORD BEARING OF S03°52'01"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 65.24 FEET; THENCE S10°39'49"W, 129.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°36'35" AND A CHORD BEARING OF S53°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 37.36 FEET TO THE POINT OF COMPOUND CURVATURE

CONCAVE NORTHERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 06°55'58" AND A CHORD BEARING OF N87°10'51"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 76.23 FEET; THENCE S89°20'53"W, 18.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.98 ACRES (129,814 SQUARE FEET), MORE OR LESS.

CP and HG Residential Lots, LLC Property

NORTH AREA
LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 1337.02 FEET; THENCE N71°59'01"E ALONG SAID NORTH LINE, 170.65 FEET; THENCE S15°56'03"E, 22.01 FEET; THENCE N76°08'52"E, 125.22 FEET; THENCE N76°01'16"E, 87.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 652.00 FEET, A CENTRAL ANGLE OF 58°36'14" AND A CHORD BEARING OF N45°27'12"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 666.89 FEET; THENCE N16°09'04"E, 152.86 FEET TO THE POINT OF BEGINNING; THENCE N16°09'04"E, 38.19 FEET; THENCE N87°38'29"E TO A POINT ON THE WEST LINE OF PLANTATION BAY SECTION 2A-F, UNIT 6, PER MAP BOOK 38, PAGES 57-61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; 727.48 FEET; THENCE ALONG SAID WEST LINE OF SAID UNIT 6, S02°21'31"E, 496.60 FEET; THENCE S03°02'09"E, 188.54 FEET; THENCE S86°57'51"W, 186.24 FEET; THENCE N70°54'34"W, 191.79 FEET; THENCE N75°10'35"W, 280.00 FEET; THENCE N04°13'49"W, 180.17 FEET; THENCE N20°24'40"W, 334.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.63 ACRES (419,605 SQUARE FEET), MORE OR LESS.

AND

SOUTH AREA
LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 7, PER MAP BOOK 38, PAGES 68-70, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N54°05'18"E, ALONG THE WEST LINE OF SAID PLANTATION BAY, SECTION 2A-F, UNIT 7 PLAT, 766.62 FEET TO THE POINT OF BEGINNING; THENCE S89°21'17"W, 273.94 FEET; THENCE N00°38'58"W, 159.69 FEET; THENCE N20°42'00"W, 81.66 FEET; THENCE N67°56'24"E, 236.40 FEET; THENCE N87°04'14"E, 229.87 FEET; THENCE S02°55'46"E, 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 13°35'35" AND A CHORD BEARING OF S03°52'01"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 65.24 FEET; THENCE S10°39'49"W, 129.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°36'35" AND A CHORD BEARING OF S53°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 37.36 FEET TO THE POINT OF COMPOUND CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 06°55'58" AND A CHORD BEARING OF N87°10'51"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 76.23 FEET; THENCE S89°20'53"W, 18.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.98 ACRES (129,814 SQUARE FEET), MORE OR LESS