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GAIL WADSWORTH, FLAGLER Co.

## **AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASA BELLA AT HAMMOCK DUNES**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASA BELLA AT HAMMOCK DUNES (the "Declaration") is made this 16<sup>th</sup> day of May, 2005 by WCI COMMUNITIES, INC., a Delaware corporation, having a mailing address at 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (the "Declarant").

### **RECITALS**

A. Declarant executed and recorded that certain Casa Bella at Hammock Dunes Declaration of Covenants and Restrictions dated May 29, 2003 and recorded in Book 937, Page 1594 of the Public Records of Flagler County, Florida (the "Initial Declaration").

B. Declarant desires to amend, restate and replace the Initial Declaration in its entirety and has the right to do so pursuant to the provisions of Section 10 of the Initial Declaration.

NOW THEREFORE, Declarant amends, restates and replaces the Initial Declaration in its entirety as follows:

### **PROPOSED PLAN OF DEVELOPMENT**

A. Declarant is the owner of certain lands located in Flagler County, Florida, more particularly described on Exhibit "A" attached to and made a part of this Declaration (the "Properties").

B. It is the Declarant's intention (although the Declarant does not obligate itself to do so) to develop a neighborhood (the "Neighborhood") comprised of various condominiums that may include up to 57 residential condominiums units and associated condominium improvements, together with certain improvements that Declarant may, but shall not obligated to, construct upon the "Common Areas," as such term is defined below. Expenses of the operation and maintenance of the "Common Areas," as such term is defined below, will be shared by all "Owners," as such term is defined below.

C. The Declarant may unilaterally in the future elect to: (a) subject additional properties to this Declaration or withdraw portions of the properties from this Declaration; (b) amend this Declaration; and/or (c) impose additional protective covenants, conditions and restrictions not set forth in this Declaration on such additional portions of property.

D. In order to facilitate the objectives described in this Declaration, Casa Bella Neighborhood Association, Inc., a Florida not-for-profit corporation (the "Association") will be responsible for the administration, enforcement and performance of certain duties under this Declaration.

## TERMS

The Declarant declares that the Properties, together with such additions to the Properties as are hereafter made pursuant to Section 2 of this Declaration, shall be owned, held, transferred, sold, conveyed, demised, leased, encumbered, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by this Declaration, which shall run with the Properties or any part thereof.

### 1. DEFINITIONS.

When used hereinafter, the words set forth below shall have the following meanings unless the context requires otherwise:

1.1. "Assessments" collectively means and refers to periodic, special and personal assessments as set forth and described in Section 9 of this Declaration.

1.2. "Association" means and refers to the Casa Bella Neighborhood Association, Inc., a nonprofit Florida corporation, its successors and assigns. The Articles of Incorporation of the Association and the By-Laws of the Association are attached hereto as Exhibit "B" and Exhibit "C" respectively.

1.3. "Board" or "Board of Directors" means and refers to the Board of Directors of the Association as it exists from time to time.

1.4. "Common Areas" means the General Common Areas and the Exclusive Common Areas, as designated by the Declarant in its sole discretion. Common Areas may include, without limitation and without obligation on the part of the Declarant to construct, a pool and recreation facility, drainage systems, utility systems, lighting fixtures, signage, driveways, roads, walkways, dune walkovers, parking areas, preservation areas, community mailboxes and landscaped areas, including properties in or over which the Association or the owners have easements as well as those to which it has a fee interest, but excluding any public utility installations thereon and any other property of the Declarant not intended to be made Common Areas. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTION PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DECISION OR CONVEYANCE OF ANY SUCH ITEM.

1.5. "Common Expenses" means the actual and estimated expenses of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Areas, including, without limitation, unpaid Assessments and including those expenses not paid by the Owner responsible for payment; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other landscape maintenance services benefiting the Common Areas; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering or connected with the Common Areas or the Association; costs of administration of the Association in the performance of its functions and duties under the Declaration, Articles and By-Laws; taxes paid by the Association, including real property taxes for the Common Areas; fees, costs, charges and assessments payable by the Association and related or due pursuant to the Master Declaration; fees, charges and expenses payable by the Association, and costs incurred by the Association, in connection with easements that may be granted to the Association for the use and benefit of the Owners; indemnification (to the extent permitted by law) made or given to any member of the Board of Directors and officers of the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof; costs not paid by the Owners responsible for payment; and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas, the Association or for the benefit of Owners.

1.6. "Condominium Association" means a condominium association administering a condominium upon Condominium Property.

1.7. "Condominium Property" means all parcels of property within the Properties that are now or subsequently (or are intended by Declarant to be) submitted to condominium ownership.

1.8. "DCDD" means the uniform community development district established pursuant to Chapter 190, Florida Statutes, and known as the Dunes Community Development District, which administers a portion of Hammock Dunes, including the Properties.

1.9. "Declarant" means WCI Communities, Inc., a Delaware corporation, its successors and those assignees to which the Declarant may assign all or a portion of its rights under this Declaration. Any of the Declarant's rights set forth herein may be assigned by the Declarant whether or not such right contains a specific statement that it is assignable. In the event of a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights (including the right to make further assignments if granted by the Declarant) of the Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

1.10. "Exclusive Common Areas" means and refers to those certain portions of the Common Areas that are for the primary use and benefit of certain Owners, but less than all of the Owners.

1.11. "General Common Areas" means the portions of the Properties and together with the improvements, landscaping and personal property thereon designed and intended for the common, non-exclusive use of the Owners, their respective Lessees, Guests and invitees, and declared to be General Common Areas in this Declaration or any Supplement to this Declaration, provided that the Declarant shall have the right to provide in any Supplement to this Declaration that certain portions of the General Common Areas shall not be available for use by Owners of any or all of the Units.

1.12. "Guest" means any customer, agent, employee, officer, director, visitor, licensee, guest or invitee of an Owner, Lessee, Member, the Association, a Condominium Association or the Declarant, as the case may be.

1.13. "Hammock Dunes" means the lands in the City of Palm Coast, Flagler County, Florida identified in the Master Declaration.

1.14. "Institutional Lender" means and refers to a bank, savings and loan association, insurance company, mortgage company, credit union or pension fund authorized to do business in the United States of America, an agency of the United States Government, Fannie Mae, Freddie Mac, a real estate investment trust, a lender generally recognized in the community as an institutional lender, and if the Declarant holds a mortgage on one or more of the units, the Declarant.

1.15. "Lessee" means and refers to the person or persons, entity or entities, who are the lessees under a Lease of a Unit. All such leased property is referred to as the "Leased Premises." Lessees shall not be Members of the Association, but shall, through the Owner, be entitled to certain rights and undertake certain obligations with respect to the Unit. Such rights and obligations are appurtenant to the Lessee's lease of the Leased Premises.

1.16. "Master Association" means and refers to Hammock Dunes Owners' Association, Inc., a Florida not-for-profit corporation, formed for the purposes stated in the Master Declaration, and which administers the Hammock Dunes development. Unit Owners are automatically members of the Master Association.

1.17. "Master Declaration" means and refers to the Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes recorded in Official Records Book 392, at Page 343, of the Public Records of Flagler County, Florida, covering the development of Hammock Dunes as described in the Master Declaration, as supplemented and amended from time to time.

1.18. "Member" means the persons and entities entitled to membership in the Association as provided in this Declaration.

1.19. "Owner" means and refers to the record owner (whether one or more than one person or entity) of a Unit.

1.20. "Properties" means and refers to the lands legally described in Exhibit "A" hereto.

1.21. "Residential Unit" or "Unit" means and refers to a constructed dwelling unit located upon any portion of the Condominium Property (together with any interests in commonly or individually owned real property appurtenant thereto) which is intended to be and may be used and occupied only as a single family residence.

1.22. "Turnover Date" means the date upon which the Class A Members shall assume control of the Association and elect the Board of Directors, as more particularly described in Section 4.3.

## 2. DECLARATION.

2.1. General. The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described in Exhibit "E" attached hereto and shall initially constitute the "Properties." The real property and Improvements thereto described in Exhibit "D" attached to and made a part of this Declaration are hereby declared to be "Common Areas." The Properties, including all Units, the Condominium Property and the Common Areas (including, without limitation, the Exclusive Common Areas) shall be held, conveyed, leased, mortgaged, used, occupied and improved subject to the covenants, restrictions, easements and servitudes set forth in this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, all of which are for the purpose of enhancing and protecting the value and desirability of the Units, and which shall run with the land.

### 2.2. Annexation and Withdrawal of Property.

2.2.1. The Declarant shall have the unilateral right, privilege and option, from time to time for so long as the Declarant owns any portion of the Properties, to: (i) subject to the provisions of this Declaration and the jurisdiction of the Association and to designate as "Properties" other land in Hammock Dunes or any adjacent or nearby property (including the improvements thereon); and (ii) withdraw, remove or exempt any portion of the Properties then owned by the Declarant or its affiliates or the Association from any or all of the provisions of this Declaration. Such annexation or withdrawal shall be accomplished by recording an amendment or supplemental declaration in the Public Records of Flagler County, Florida and shall be effective upon such filing unless provided otherwise therein. Such amendments or supplemental declarations shall not require the consent or joinder of any person or entity, including, without limitation, any Owner, the Association and/or its respective Members, any Condominium Association and/or its respective members, any mortgagee, lessee, licensee, guest or invitee, but shall require the consent of the owner of such property, if other than Declarant.

2.2.2. The Declarant may from time to time declare all or part of any such additional property (including the improvements thereon) to be General Common Areas or Exclusive Common Areas. The Declarant reserves the right to plat, replat, replan, and revise plans for any portion of the Properties owned by the Declarant. Once so added, any such additional land shall be deemed a part of the Properties for all purposes of this Declaration. Nothing in this Declaration shall, however, obligate the Declarant to develop future property (adjacent or otherwise) under any general scheme under this Declaration or otherwise, nor to prohibit the Declarant from changing the development plans with respect to such annexed property.

2.2.3. Some of the effects of annexing land into or withdrawing land from the Neighborhood may be to increase or decrease the size of the Neighborhood, the number of Units, the number of buildings, the number of Members, the size of the General Common Areas, the number of persons using the General Common Areas, the size of the Association budget and the total number of votes that may be cast by Members and increases in public uses and noises. All Owners by acceptance of their deeds to or other conveyances of their portion of the Properties and/or any other portion of the Properties thereby and hereby automatically consent to any such change, addition, deletion, plat, replat, replan, rezoning, covenant in lieu of unity of title or plan thereafter made by the Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision). By acceptance of their deeds all Owners hereby grant to the Declarant an irrevocable power of attorney, accompanied by an interest to act on their behalf and stead and to take all such reasonable actions and to execute and all such documents on their behalf as may be reasonably required by the Declarant to accomplish or carry out such changes, additions, deletions, plats, replats, rezoning, covenant in lieu of unity of title or plans; provided, however that such power is deemed not to be granted to the extent that any such change, addition, deletion, plat, replat or plans materially and adversely impair physical access to such portion of the Properties (or improvements thereon) and will not have the effect of prohibiting a previously permitted material use of the respective Owner's portion of the Properties.

2.2.4. Any supplemental declaration may submit the additional Properties to such changes to and modifications of the provisions contained in the Declaration as may be necessary or convenient in the Declarant's judgment to reflect or adapt to any changes in circumstances or difference in the character of the added properties.

2.3. Effect and Duration. The covenants, restrictions, easements and servitudes shall run with, bind, benefit and burden all properties subject hereto, and shall benefit, burden and be enforceable by and against the Declarant, the Association, the Owner of any Unit, and the respective legal representatives, heirs, successors and assigns of each for a term of 30 years from their recordation in the Public Records, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Units has been recorded, agreeing to terminate said covenants and restrictions in whole or in part; provided, however, that no such agreement shall be effective unless made and recorded three years in advance of the effective date of such termination and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Termination will cause the then Owners of Units to become tenants in common of an equal fractional interest in the Common Areas of the then existing Neighborhood as an appurtenance to their ownership of a Unit.

2.4. No Condominium. The Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. This Declaration is not a declaration of condominium. No portion of the Properties is submitted by this Declaration to the condominium form of ownership. The Declarant does not intend that any portion of the Properties be submitted to the condominium form of ownership except that property legally described in a declaration of condominium specifically prepared in accordance with Chapter 718, Florida Statutes, executed by or with the consent of the Declarant. Further,

the expressed intent of the Declaration is that the substantive rights hereunder shall not retroactively be affected by legislation subsequent to the date of the execution of the Declaration.

2.5. No Amendment. The provisions of this Section 2 shall not be amended without the prior written consent of the Declarant, so long as Declarant owns any portion of the Properties.

### 3. COMMON AREAS.

3.1. General. The Declarant may, from time to time, by recording appropriate Supplemental Declarations in the public records of Flagler County, Florida, designate portions of the then existing Properties to be General Common Areas or Exclusive Common Areas, provided the Supplemental Declaration is executed or joined by the Owner or Owners of the Properties being so designated, as well as by the Declarant. In the event that the Declarant determines that a particular portion of the Properties is or is not Common Areas under this Declaration, such determination shall be binding and conclusive. The Declarant shall have the right, in its sole and absolute discretion, to alter the boundaries of the Common Areas or any Exclusive Common Areas, and to construct, develop or modify the Common Areas, and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by Declarant to be in the best interests of the Properties, without the consent or joinder of any entity or person, including, without limitation, the Association and its respective Members, any Condominium Association and its respective members, any Owner, mortgagee, lessee, licensee, guest, invitee or any other person, for so long as the Declarant shall have any interest in any portion of the Properties.

3.2. Common Areas. The Declarant shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as the Declarant deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of the Declarant. It is specifically contemplated that the Common Areas may change from time to time in connection with changes in development plans and other factors not now known (including, without limitation, by adding to, withdrawing or transferring to the Master Association, the DCDD or a Condominium Association). Accordingly, references in this Declaration to the Common Areas shall be deemed to refer to same as they may exist as of the relevant time.

3.3. Exclusive Common Areas. Certain portions of the Common Areas may be designated by the Declarant as Exclusive Common Areas and reserved for the exclusive use or benefit of some but not all of the Owners. There is hereby created in favor of every Owner that is entitled to the use or benefit of particular Exclusive Common Areas, a non-exclusive easement of use, access and enjoyment in and to such Exclusive Common Areas. The Association shall maintain, repair, replace, operate and insure all Exclusive Common Areas and all expenses associated therewith shall be assessed against the Owners that are benefitted thereby as a personal assessment pursuant to this Declaration.

Any Supplemental Declaration may declare any part or all of any properties added by it to be Exclusive Common Areas for the specific use of only certain of the Owners, which Owners may either be specifically designated in the Supplemental Declaration or may be designated later

by the Declarant pursuant to provisions set forth in the Supplemental Declaration. Any Supplemental Declaration may subject Exclusive Common Areas to specific rules, regulations or provisions with respect to their use and with respect to the payment of expenses relating to them, including provisions that require only those persons who are entitled to use the Exclusive Common Areas to pay for their operation and maintenance.

Except as otherwise provided in this Declaration or any Supplement to this Declaration, neither the use of any Exclusive Common Areas nor any undivided interest in Exclusive Common Areas may be transferred, conveyed, devised or encumbered separately from the Units to which it is appurtenant. Subject to amendment by any Supplemental Declaration, rights to the Exclusive Common Areas may be reassigned, by the Declarant, or, with the consent of the Declarant upon the vote of a majority of the total Association vote.

3.4. Conveyance of Common Areas. If the Declarant determines, subject to any governmental requirements, that any portion(s) of the Common Areas should be administered by the DCDD, the Master Association, any Condominium Association or any other neighborhood association rather than the Association, then such portion(s) of the Common Areas shall cease to be Common Areas, even if no such Common Areas has been conveyed to the Association, and shall thereafter be property of the DCDD, the Master Association, any such Condominium Association or any such other neighborhood association. Upon such portions of the Common Areas becoming property of the DCDD, the Master Association, any such Condominium Association or any such other neighborhood association, the expenses pertaining to administering and maintaining such portions of the Common Areas shall cease to be Common Expenses. If required by law, or if deemed by the Declarant to be in the best interests of the Neighborhood or the Declarant's plan of development, the Neighborhood Association shall convey to the DCDD, the Master Association, any such Condominium Association or any such other neighborhood association any Common Areas which are to become property of such entity or association.

3.5. The provisions of this Section 3 shall not be amended without the prior written consent of the Declarant, so long as Declarant owns any portion of the Properties.

#### 4. THE ASSOCIATION.

4.1. Duties. The Association shall be responsible for the exclusive management, operation and maintenance of the Common Areas in accordance with its Articles of Incorporation, its Bylaws and this Declaration.

4.2. Membership. The Declarant and every Owner as defined in Subsection 1.18 of this Declaration shall be a member of the Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. No Owner shall have more than one (1) membership in the Association (the "Membership"), although a Member may have more or less than one (1) vote in the Association. Memberships in the Association shall not be assignable, except to a successor in interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from fee ownership of such Owner's portion of the Properties. Change of Membership in the Association shall be



established by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing a record title to a Unit and the delivery to the Association of a photocopy of such recorded instrument. The Association may charge the new owner an administrative fee established from time to time by the Board of Directors to cover the costs of changing its records and providing a set of the Documents to such owner, the payment of which shall be secured by a lien as an assessment. Membership in the Association shall be appurtenant to and inseparable from the ownership of a Unit.

4.3. Classes of Membership. The Association shall have two (2) classes of Members: (i) Class A Members shall be all Owners who are Members of the Association, with the exception of the Declarant; and (ii) the Class B Member shall be the Declarant. The Class B membership shall cease and be converted to Class A membership on the first to occur of the following events:

4.3.1. in December 31, 2029;

4.3.2. three months after ninety (90%) percent of the Properties in all phases of the Properties that will ultimately be operated by the Association have been conveyed to Class A Members; or

4.3.3. when the Declarant records a notice in the Public Records of Flagler County, Florida expressly terminating its Class B membership.

From and after the happening of these events, whichever occurs first, the Class B Members shall be deemed Class A Members entitled to the votes specified in this Section 4. The Declarant may exercise the right to amend this Declaration, the Articles and Bylaws to provide for additional types of Members with such number of votes and rights as the Declarant may in its sole reasonable discretion determine. Such right of the Declarant shall expire or terminate upon the Declarant no longer being a Member.

4.4. Voting. Each Class A Member shall have one full, indivisible vote in all matters. The Class B Member shall have four (4) votes for every vote of the Class A Members. All votes shall be cast or exercised in the manner provided in the Bylaws of the Association. When more than one person holds title to a Unit, all such persons shall be Members, the vote for such Unit being exercisable as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

## 5. PROPERTY RIGHTS.

5.1. Easements. The Declarant hereby reserves and grants the following perpetual, non-exclusive easements over and across the Properties as covenants running with the Properties and portions thereof for the benefit of the Owners, the Declarant and others as specified:

5.1.1. Easement of Enjoyment. All Members of the Association shall, subject to the provisions herein, have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant and shall pass with title to every Unit.

5.1.2. Maintenance Easements. The Association is granted a blanket easement over Common Areas, Condominium Property and Units for repair and maintenance and for carrying out its responsibilities.

5.1.3. Other Persons Entitled to Use. Subject to reasonable regulations by the Association, the foregoing rights and easements of each Owner may be extended to the members of his immediate family, his lessees, invitees and his social guests residing in the Unit.

5.1.4. Public Service. Fire, law enforcement, health, sanitation and other public service personnel and their vehicles shall have a perpetual non-exclusive easement into, out of and over the Common Areas for the purpose of performing their lawful functions.

5.1.5. Blanket Easements. The Declarant and the Association shall have the right to grant and use general ("blanket") and specific easements, licenses and rights-of-way on, over, under and through the Common Areas. Easements over the Common Areas for drainage and public utilities may be granted from time to time by the Association.

5.1.6. Signage. There is hereby reserved to the Declarant, its successors and assigns, a perpetual, non-exclusive easement to access all signage for the Neighborhood to install the phrase "A WCI Community" or words of similar import directly below, or in close proximity, to the name of the Neighborhood or install additional signage identifying WCI Communities, Inc. in close proximity of the signage containing the Neighborhood name. Further, Declarant shall have the right, but not the obligation, to maintain, modify or remove said signage in its sole and absolute discretion, without the consent of the Association.

5.1.7. Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the Common Areas reserved herein, there shall be, and the Declarant hereby reserves, grants and covenants for itself and all future Owners and their family members, lessees, guests and mortgagees of the Properties, or any portion thereof, and to the Association, that all of the foregoing shall have a perpetual, non-exclusive easement for: (i) vehicular traffic over all streets dedicated to the public use, if any, and private streets, drives and roadways within or upon the Common Areas; (ii) pedestrian traffic over, upon and across all walkways, paths and boardwalks within or upon the Common Areas; and (ii) vehicular parking on such portions of the Common Areas as from time to time may be intended and designated for general parking purposes by the Board of Directors. All rights of use and enjoyment of the Common Areas are subject to reasonable regulation and restriction by the Association. The Declarant expressly reserves the right to construct, erect and build any buildings and other improvements over such streets, drives, roadways, sidewalks, paths, walks and parking areas within or upon the Common Area. The Declarant, by supplemental declaration or other written instrument, may limit or restrict access to certain private streets, drives, roadways, walkways, paths and parking areas within or upon the Common Area.

5.1.8. Declarant's Easements. The Declarant hereby reserves non-exclusive easements of ingress and egress over and across: (i) any and all streets dedicated to the public use, if any, and (ii) private streets, drives, roads and/or roadways and driveways within or upon the Properties, and any portion thereof, which are necessary or convenient for enabling the

Declarant to carry on the work referred to in this Declaration, which easements shall be for the use of the Declarant.

5.1.9. Utility and System Easements. The Declarant hereby reserves unto itself, so long as Declarant owns any property in the Properties and on behalf of the Association and their respective designees, and each shall have a perpetual easement over, upon and under the Common Areas and the unimproved other portions of the Properties for the installation, operation, maintenance, repair, replacement, alteration and expansion of the surface water management and drainage systems, roads, driveways, walkways, dune walkovers, preservation areas, landscaped areas, street lights, signage, mailboxes and all utilities, including, without limitation, equipment required to provide power, lights, telephone, gas, water and sewer.

5.1.10. Surface Water Management System. The Declarant and its affiliates, the Association and their respective designees and the DCDD shall have a perpetual easement for drainage, flowage and irrigation, and reasonable rights of access for persons and equipment, over, upon and under the Common Areas and the unimproved portions of the Properties for the installation, operation, maintenance, repair, replacement, alteration and expansion of any surface water management system.

5.1.11. Encroachments; Easements. If (a) any portion of the Common Areas (or improvements constructed thereon) encroaches upon any other portion of the Properties or upon any improvement; (b) any portion of the Properties (or improvements constructed thereon) encroaches upon the Common Areas; or (c) any encroachment shall hereafter occur as a result of (i) construction of any improvements; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Areas (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement of the Common Areas, then, in any event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the improvements causing said encroachment shall stand. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that minor encroachments on Common Areas due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. This provision shall not entitle any Owner to intentionally construct improvements which encroach upon any other portion of the Properties and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association. The provisions of this Subsection 5.1.11 shall not be in derogation or limitation of any other rights of the Declarant.

5.1.12. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each portion of the Properties shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines and similar and related facilities now or hereafter located in the and serving such portions thereof. Each portion of the Properties shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines and similar and related facilities now or hereafter located in the Properties and serving such portions thereof.

5.1.13. Easements of Support. Whenever any structure included in the Common Areas adjoins any structure included in any other portion of the Properties, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

5.1.14. Reservation to Grant Additional Easements. The Declarant retains and reserves the right (but not the obligation) to grant, at any time in its sole and absolute discretion so long as the Declarant is a member of the Association (without the joinder or consent of the Association or any other person or entity), or to cause the Association to grant, additional easements and rights-of-way in, to, over and upon portions of the Properties for such purposes as the Declarant shall reasonably deem necessary or helpful in connection with the development, sale, use or operation of the Neighborhood or other properties within Hammock Dunes, including, without limitation, easements for improvements that may encroach upon any portion of the Properties, including, without limitation, roads, driveways, walkways, sidewalks, parking spaces, retaining walls and utility lines and improvements. Each Owner, by acceptance of a deed to any Unit and each mortgagee, by acceptance of a lien upon any Unit, hereby authorizes the Declarant to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements and/or rights-of-way in, to, over and upon the Properties, or any portion thereof, in accordance with the provisions of this Declaration.

5.2. Walkway and Dune Walkover Easement. The Declarant may, but shall not be obligated to, construct a paved pedestrian walkway (the "Walkway") and a dune walkover (the "Dune Walkover") that will provide pedestrian access to and from the Neighborhood and the beach for owners and residents of the Neighborhood and such other owners and residents of Hammock Dunes as Declarant may now or subsequently grant the right to use of the Walkway and Dune Walkover, and their respective family members, guests, invitees and tenants. If the Declarant constructs the Walkway and/or the Dune Walkover, or any one of them, the Declarant reserves the right (but not the obligation), at any time in its sole and absolute discretion (without the joinder or consent of the Association or any other person or entity and subject to such reservations as the Declarant, in its sole and absolute discretion, desires), to grant to the Association a non-exclusive easement for pedestrian access, ingress and egress over and across the Walkway and the Dune Walkover. If Declarant elects to grant the access easement, the Association agrees to accept such grant of easement and shall execute such written easement agreement as may be requested by the Declarant with such terms and conditions as the Declarant in its sole and reasonable discretion deems appropriate. Such easement agreement may provide, among other things, that: (i) the Association shall share the easement with the owners and residents of residential condominium units in the Neighborhood, and their respective family members, invitees and guests (the "Permitted Users"); (ii) the Association pay the actual costs (or such proportionate share of the actual costs as may be designated by Declarant) of the maintenance, upkeep, operation (including, without limitation, utilities), repair, replacement and supervision of the Walkway and Dune Walkover, including reasonable reserves, customary insurance and taxes reasonably allocated to the Walkway and Dune Walkover, all as may be designated in the easement agreement; (iii) the right to use the Walkway and the Dune Walkover may be subject to such reasonable rules and regulations as may be adopted and amended from time to time by the Declarant (or its successors in title from time to time to the Walkway and the Dune Walkover); (iv) the Declarant has the unilateral right (but not the obligation), at any time and from time to time, without the joinder or consent of the Association or any other person or

entity, to grant non-exclusive access easements over and across the Walkway and the Dune Walkover to other owners and residents of property within the development of Hammock Dunes, and their respective family members, invitees and guests, as well as non-exclusive easements for the conduct of official business, including law enforcement, fire services, emergency services and mail carriers; (v) subject to the easement rights in favor of the Association, the Declarant may convey any portion of the Walkway and/or the Dune Walkover, or any one or more of them, to any one or more association(s) now or subsequently formed for the purpose of administering properties and/or facilities within the development of Hammock Dunes, including, without limitation, the Association (a "Hammock Dunes Association"), or convey any portion of the easement property to one or more Hammock Dunes Association(s) and separately assign the responsibility for maintenance of the Walkway and/or Dune Walkover, or both, to one or more other Hammock Dunes Association(s), or submit any portion of the Walkway and/or the Dune Walkover as common areas of any Hammock Dunes Association(s); (vi) the Declarant has the unilateral right (but not the obligation), from time to time, to change, alter, modify, reduce, supplement or relocate the Walkway and/or the Dune Walkover if the location of the Walkway and/or the Dune Walkover at any time conflicts with the Declarant's development plans within Hammock Dunes, provided that the easement rights granted to the Association are not materially and adversely impaired by any of the same; and (vii) the Association shall insure, at all times during the term of the easement, against such risks and cause the Declarant and any other applicable Hammock Dunes Association to be named as a co-insured, in such manner and amounts as may from time-to-time be carried by the Declarant and/or any other applicable Hammock Dunes Association with respect to any portion of the Walkway and/or the Dune Walkover, with respect to any potential liability resulting from the use thereof by the Association and the Permitted Users.

5.3. The Declarant further reserves the right (but not the obligation), at any time in its sole and absolute discretion (without the joinder or consent of the Association or any other person or entity and subject to such reservations as the Declarant, in its sole and absolute discretion, desires), to grant to the Association a non-exclusive easement to use parking spaces located upon Condominium Property, or any portion thereof. If Declarant elects to grant any such parking easement, the Association agrees to accept such grant of easement and shall execute such written easement agreement as may be requested by the Declarant. The Association may share any such parking easement with the owners and residents of residential condominium units in the Neighborhood, and their respective family members, invitees and guests.

5.4. Easements Appurtenant. The easements provided in this Section 5 shall be appurtenant to and shall pass with the title to each portion of the Properties.

## 6. MAINTENANCE.

The Association shall be responsible for maintaining and replacing, when necessary, all of the Common Areas. All of the maintenance shall be ordered by the vote of a majority of the Association's Directors, who may delegate the responsibility of ordering and/or performing the maintenance to one or more management companies. So long as the Declarant is a member of the Association, the Association shall at all times maintain, without material alteration thereto, the Common Areas in a condition as least as good as that developed by the Declarant and the

Association shall take no action which is adverse to the interest of the Declarant. If the Association shall fail to so maintain the Common Areas or cure such failure within, after ten (10) days' written notice by the Declarant to the Association, then, the Declarant may so maintain such Common Areas and/or cure the Association's failure. In such a case the Association shall upon demand reimburse the Declarant from all costs and expenses of any kind (including, without limitation, attorneys' fees and costs of any kind) incurred directly or indirectly by the Declarant as the result of the Association's failure to so maintain the Common Areas or as a result of the Association taking an action which is adverse to the interests of the Declarant. All sums outstanding and unpaid which are owed to the Declarant shall accrue interest at the highest rate permitted by law and the Declarant shall be entitled to lien rights against the Common Areas and upon the property of each of the Owners located within the Properties. Such lien rights may be enforced by the Declarant in the same manner as the lien rights of the Association as set forth in this Declaration.

## 7. INSURANCE.

7.1. Coverage. The Association shall at all times use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Areas.

7.2. Casualty. The coverage shall afford protection as may be appropriate against:

7.2.1. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

7.2.2. Such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use to the improvements on the Common Areas including, but not limited to, flood, vandalism and malicious mischief. All or any part of such coverage may be extended to include personal property of the Association as the Board may deem desirable. The coverage shall be written in the name of, and the proceeds shall be payable to, the Association. The premiums shall be included as part of the periodic assessments provided for in Section 9.

7.3. Association's Public Liability. The Association shall at all times maintain policies of comprehensive liability insurance, including officers and directors liability insurance, insuring the Association and its agents, the Board and the Owners against liability in connection with the Common Areas in such amounts as the Board may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be included as part of the periodic assessments provided for in Section 9.

7.4. Other Insurance. The Association shall maintain such other additional insurance as the Board of Directors determines advisable.

## 8. DAMAGE TO THE COMMON AREAS.

The repair and reconstruction of the Common Areas after casualty shall be governed by the provisions of this Section 8.

8.1. If in the event of damage or destruction to the Common Areas, the insurance proceeds are sufficient to effect total restoration, then the Association shall cause the damaged Common Areas to be repaired and reconstructed substantially as they previously existed.

8.2. If the insurance proceeds are within \$100,000.00 of being sufficient to effect total restoration to the Common Areas, then the Association shall cause the damaged Common Areas to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as an assessment against each of the Owners in accordance with the formula set forth in Subsection 9.5.

8.3. If the insurance proceeds are insufficient by more than \$100,000.00 to effect total restoration to the Common Areas, then by written consent or vote of a plurality of the Owners, they shall determine whether (1) to rebuild and restore damaged Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds in excess of insurance proceeds by levying special assessments against all the Owners pursuant to the formula set forth in Subsection 9.5; (2) to rebuild and restore the damaged Common Areas in a manner which utilizes all available insurance proceeds, as well as an additional amount, not in excess of \$100,000.00, assessable to all the Owners as aforesaid but which is less expensive than replacing the damaged Common Areas in substantially the same manner as they existed prior to being damaged; or (3) not to restore the damaged Common Areas and to distribute the available insurance proceeds to the Owners of the Units in proportion to their assessment shares as provided in Subsection 9.5.

8.4. Each Owner (on Owner's behalf and on behalf of Owner's family members, lessees, contractors, subcontractors, licensees, officers, employees, guests and invitees) shall be liable to the Association for any damage to the Common Areas which may be sustained by reason of the negligence or willful misconduct of such Owner or such Owner's family members, lessees, contractors, subcontractors, licensees, officers, employees, guests and invitees. Such liability may be collectible by the Association in the manner provided in Section 9 for the collection of assessments, including, but not limited to, the lien and foreclosure procedures. The Association reserves the right to charge a personal assessment equal to the increase, if any, in insurance premiums directly attributable to the practices and damage caused by such Owner.

## 9. ASSESSMENTS.

9.1. Covenant to Pay. Each Owner of a Unit by accepting a deed, covenants to pay to the Association, Assessments as hereinafter provided. The obligation to pay Assessments shall commence initially as of the date the Declaration of each proposed condominium is recorded in the Public Records of Flagler County, Florida. For the purpose of securing the payment of such Assessments, the Association shall have a continuing lien on each Unit. Provided that such liens upon Units shall be inferior to a first mortgage to an Institutional Lender on the Unit which was made in good faith and for value and which was recorded prior to the Association's filing a claim

of lien against the Unit. Each Assessment levied upon an Owner shall also constitute a personal obligation of that Owner and, except as otherwise provided herein, an obligation of his successors and assigns.

9.2. Purpose. The Assessments imposed pursuant to Subsection 9.1 shall be used exclusively for the operation of the Association as provided in this Declaration and the operation, maintenance, restoration and improvement of the Common Areas as provided in this Declaration and the Association's Articles of Incorporation and Bylaws, provided that said purpose shall be liberally construed to promote effectively the welfare, safety and recreational opportunities of the Owners.

9.3. Periodic Assessments. Prior to the beginning of the fiscal year of the Association, the Board shall adopt a budget for such fiscal year that shall estimate all of the Common Expenses to be incurred by the Association during such calendar year. The Board of Directors shall then fix the amount of the periodic assessments for each fiscal year of the Association (or part thereof if assessments commence on other than the first day of such fiscal year) to be levied against each Owner subject to assessment at least 30 days in advance of such period. The Board may provide in its absolute discretion that the periodic assessments be payable either quarterly or monthly. From time to time during the fiscal year, the Board may modify the budget. Pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency or due dates of the periodic assessments. In no event shall any such assessments be due less than 10 days from the date of the notification of such assessments.

9.4. Special Assessments. Special assessments may at any time be levied by the Board upon all Owners subject to periodic assessments for the following described purposes and subject to the following conditions:

9.4.1. For restoration of the Common Areas after casualty, in accordance with Section 8.

9.4.2. For capital improvements upon the Common Areas (including appurtenant or related fixtures and personalty) provided that, except as provided in Subsection 8.3, any such assessment that is in the aggregate in excess of \$50,000.00 shall also require the vote or written consent of a plurality of the Owners subject to such assessment.

9.4.3. To make up deficits in operating and maintenance accounts resulting from inadequate or uncollectible periodic assessments.

A special assessment may be levied against any Unit Owner to reimburse the Association for any expense incurred by it as a result of maintenance, repairs or replacements which were made or performed by it with respect to the Common Areas and which were caused or arose from the willful or negligent act or neglect of such Owner, his family, his tenants, guests or his invitees.

9.5. Share of Assessments. The periodic assessments provided for in Subsection 9.3 and the special assessments provided for in Subsections 9.4.1 through 9.4.3 shall be allocated to and assessed against each Residential Unit in equal shares of the whole.



9.6. Personal Assessments. The Board of Directors shall have the power to assess certain Units entitled to use of Exclusive Common Areas or receiving benefits, items, or services not provided to all other Units. Expenses incurred by the Association pursuant to this Declaration or a Supplemental Declaration for the maintenance, repair, replacement, operation and insurance of Exclusive Common Areas and for providing specific items or services relating to or benefitting certain Units shall be specifically assessed against the Units entitled to such benefits and/or entitled to use of such Exclusive Common Areas. At the time that the budget is prepared by the Board as required by Section 9.3, the Board shall determine the amount of the personal assessments that are applicable to the Units benefitted for that calendar year. The Board may provide in its absolute discretion that the personal assessments be payable either quarterly or monthly.

The personal assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other assessment that is in the future adopted. The original personal assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, more frequently, but the amount of any revised personal assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

9.7. Non-Use. No Owner may exempt himself from personal liability for Assessments levied by the Association or release his Unit from the liens imposed hereby, by his failure to use the Common Areas or abandonment of his Unit.

9.8. Association's Remedies for Non-Payment. In addition to imposing liens and bringing actions, if any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association shall have the right to accelerate Assessments of an owner delinquent in the payment of Association expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed against the Owner's Unit in the Public Records of Flagler County, Florida and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed. The Association may also impose fines and/or suspend use rights in the Common Areas and facilities pursuant to Section 4.14 of the Association By-Laws, and a member's voting rights in the Association may be suspended for a delinquency of assessments in excess of ninety (90) days.

9.9. Interest. Assessments that are unpaid for more than ten days after the date they are due shall bear interest at the highest lawful rate (now 18% per annum) from the due date until paid.

9.10. Enforcement of Lien.

9.10.1. Reasonable attorneys' fees incurred by the Association or its agent incident to the collection of an unpaid Assessment or the enforcement of any lien provided for herein (including attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by the Association or its agent for costs, taxes and payments on account of superior liens or encumbrances which

may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the Assessment and secured by said lien.

9.10.2. In addition, the Owner of any Unit with respect to which an Assessment is overdue by more than thirty (30) days may be required by the Board to pay the Association an administrative late fee of \$25.00 or 5% of the amount of the delinquent installment, whichever is greater.

9.10.3. The Association may bring an action in its name to foreclose any lien on a Unit in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid Assessments without waiving any claim of lien, provided that in either case the Association must give the delinquent Owner at least 30 days' written notice of its intentions, and in case of a foreclosure, must file in the Public Records of Flagler County, Florida, a claim of lien containing the information required by Section 718.116, Florida Statutes. Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a claim of lien was filed, the Owner curing the default is entitled to have a satisfaction of lien recorded in the Official Records of Flagler County, Florida.

9.10.4. The Institutional Lender of a first mortgage lien recorded prior to the Association's claim of lien who acquires title to a Unit by purchase at a foreclosure sale, or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than 6 months of the Unit's unpaid Assessments accrued before the acquisition of the title to the Unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Any such Assessments for which the new Owner is not liable shall be collectible by Assessments from all the Owners, including the new Owner of the Unit in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Unit shall be jointly and severally liable for all unpaid Assessments against the grantor for his share of the Assessments including purchasers at a judicial sale, shall be liable for all Assessments coming due while he is the Owner of a Unit regardless of how his title was acquired.

9.11. Delegation of Collection of Assessments. Unless delegated to a Condominium Association, it shall be the legal duty and responsibility of the Association to collect assessments and enforce payment of the Assessments under this Declaration. Subject to the right of the Association to settle and negotiate such claims, the Association shall have the right upon thirty (30) days written notice to require a Condominium Association to collect Assessments from its respective Unit Owners or enforce payment of the Assessments against its respective Unit Owners on behalf of the Association. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations under this Declaration. All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for in this Declaration shall accrue to the benefit of the Association.

9.12. Remedies Cumulative. The remedies provided in this Section 9 shall be cumulative and not mutually exclusive.

9.13. Association's Certificate. Each Owner of a Unit and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid Assessments against the Owner with respect to the Owner's Unit upon payment to the Association of a reasonable fee not exceeding \$25.00. Any person other than the Owner of the Unit in question who relies upon such certificate shall be protected thereby.

9.14. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as the Declarant (or any of its affiliates) is the owner of any portion of the Properties, the Declarant shall have the option, in its sole discretion, to (i) pay Assessments for which it is liable on those portions of the Units owned by it, or (ii) not to pay Assessments on any Units owned by it and in lieu thereof fund any resulting deficit for Assessments in the Association's operating expenses not produced by Assessments receivable from Owners other than the 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, rents 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 owned by the Declarant 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.

9.15. Master Association Assessments. The Association shall have the right and power, on behalf and at the request of the Master Association, to collect assessments coming due from the Owners to the Master Association pursuant to the Master Declaration and to remit the same to the Master Association.

## 10. AMENDMENTS.

10.1. Amendments Prior to Turnover. Prior to the Turnover Date, the Declarant may amend this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association without the joinder of the Association, any Unit Owner or any other entity or person so long as such amendments or modifications do not materially and adversely impair the general plan of development of the Properties; provided, however, the Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request.

10.2. Amendments After Turnover. After the Turnover Date, this Declaration may be amended by the Association by the affirmative vote or written consent of the Members holding not less than two-thirds of the Class A voting interests and, to the extent not prohibited by law, the affirmative vote or written approval of the Declarant so long as the Declarant is a Member

10.3. Surface Water Management System. Any amendment which would affect the surface water management system must have the prior approval of the DCDD or other applicable water management district that may own and/or operate the surface water management system.

10.4. Declarant's Rights. So long as the Declarant is a Member, (a) there shall be no amendment to the Declaration, or the Articles of Incorporation, the Bylaws or the Rules and Regulations of the Association which adversely affects, or which may adversely affect the Declarant or any affiliate of the Declarant or that changes the rights, privileges and obligations of the Declarant or any affiliate of the Declarant, respectively, without the prior written consent of whichever of them is affected, and (b) the provisions of this Section 10 may not be amended without the consent of the Declarant in its sole and absolute discretion. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or mortgagee.

10.5. Correction of Errors. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Declarant alone until the Turnover Date and by the Board of Directors of the Association thereafter and without the need of consent of the Owners.

10.6. Declarant's Amendments. Notwithstanding anything herein to the contrary, the Declarant may (but shall not be obligated to), without the consent of the Association or any Owners, make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, Federal Housing Administration, Veterans Administration or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more mortgages within the Properties or to insure the payment of one or more such mortgages or that are requested or required by any Institutional Lender to enhance the salability of its mortgages to one or more of the foregoing.

## 11. RESTRICTIONS.

11.1. Boats and Motor Vehicles. Passenger automobiles and vans and mini-trucks (used for personal transportation and not commercially) are permitted. No boats, boat trailers, commercial vehicles, full sized trucks, campers, motor homes, trailers, motorcycles or other non-passenger motor vehicles shall be placed, parked, or stored upon any portion of the Condominium Property or the Common Areas except where totally isolated from public view, such as in a garage.

11.2. Signs. No sign of any kind shall be displayed to the public view on any portion of the Common Areas, any building or any Unit (whether displayed from the inside of the Building or the Unit or from the outside walls of such Building or Unit), except as authorized in writing by the Declarant prior to the Turnover Date, and thereafter the Association, or as may be required by legal proceedings. The provisions of this Section 11.2 shall not be applicable to the Declarant during the time it owns one (1) or more Units. Notwithstanding the foregoing to the contrary, a Unit Owner may display a sign of reasonable size provided by a contractor for security services upon any portion of the Properties that is not Condominium Property, if any, located within ten (10) feet of any entrance to the home.

11.3. Building Exterior. All windows, porches, balconies, and exteriors of all buildings shall at all times be maintained in a neat and orderly manner.

## 12. INCENTIVE PROGRAMS.

At various times, Declarant adopts incentive programs with its affiliated brokerage entity, Prudential Florida WCI Realty under which the agents of such affiliated brokerage entity receive bonuses in addition to commissions for sales of single family residences constructed by Declarant or for sales of residences in condominiums constructed and/or developed by Declarant.

## 13. ADDITIONAL RIGHTS OF THE DECLARANT.

13.1. General. Anything to the contrary in this Declaration notwithstanding, so long as the Declarant, the Declarant's assign(s), successor(s) or designee(s) is a member of the Association (the term "Declarant" as used in this Declaration shall include, without limitation, any such assign(s), successor(s) or designee(s)), the Declarant shall have, in addition to its other rights, the rights described in this Section 13. This Section shall not limit or be in derogation of any other rights of the Declarant. There is hereby created and reserved a right and blanket easement for the Declarant to enable Declarant to exercise those rights free of any interference by the Association, by any Condominium Association or by any Owner:

13.1.1. Effectuation of General Plan of Development. The right to execute all documents and take all actions affecting any portion of the Properties owned or controlled by it which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of the Neighborhood.

13.1.2. Platting. The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Properties owned or controlled by it.

13.1.3. Development Planning. The right to determine, in its sole discretion, the type of improvements and facilities, if any, to be constructed on any portion of the Common Areas, the Exclusive Common Areas and any portion of the Properties owned or controlled by it and the right to revise, expand, alter, change, modify and add to any such improvements and facilities.

13.1.4. Construction. The right to construct and maintain, on any portion of the Properties or the Common Areas owned or controlled by it, any improvements it considers desirable (which right shall include but not be limited to a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Areas during whatever period of time the Declarant or the Declarant's designees are engaged in any construction or improvement work on or within Hammock Dunes as well as an easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work), and the right to construct walks, drives, ramps and parking facilities flush against and as a continuance of similar improvements located on portions of the Properties not owned or controlled by it even if doing so entails an encroachment upon the latter property.

13.1.5. Marketing. The right to enter into and transact on the Properties, or any portion thereof, any business necessary to sell, lease, encumber and otherwise dispose of existing and planned portions of the Properties which right shall include (though not be limited to) the right to construct and maintain sales and leasing offices and models and construction offices on any portion of the Common Areas, Exclusive Common Areas and any portion of the Properties

owned or controlled by it, to employ sales, leasing, construction and service personnel, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Areas), to hold promotional events and to place signs and other promotional devices on any portion or portions of the Common Areas, Exclusive Common Areas and any portion of the Properties owned or controlled by it without regard to the size or aesthetic appeal of such signs or devices. Any such models, sales, and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of Association Property and shall remain the property of the Declarant.

13.1.6. Assignment. The right to assign the foregoing rights, in whole or in part, to any one or more Declarants or the Declarant's assignees.

13.2. Injunctive Relief for Interference. The Declarant and each affiliate or assignee of the Declarant shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Section 13, in addition to whatever remedies at law it or they might be entitled to.

13.3. No Modification without the Declarant's Consent. The rights of the Declarant under this Section 13 may not be suspended, superseded or modified in any manner by any amendment or modification to this Declaration unless such amendment is consented to in writing by the Declarant.

#### 14. MISCELLANEOUS PROVISIONS.

14.1. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, first class postpaid, to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing.

14.2. Enforcement. These covenants and restrictions may be enforced by the Declarant, for so long as the Declarant owns any Unit, and by the Association by any proceeding at law or in equity against any person or persons including Lessees and Guests violating or attempting to violate any covenant or restriction, either to restrain the violation, to enjoin compliance, or to recover damages, and against the Units to enforce any lien created by these covenants; and failure by the Declarant or the Association to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall recover costs and reasonable attorneys' fees at all trial and appellate levels. In addition to all other remedies and to the maximum extent lawful, in the sole discretion of the Board of Directors, the Association may impose fines and/or suspend use rights in the Common Areas and facilities pursuant to Section 4.14 of the Association By-Laws.

14.3. Exculpation. No personal liability is assumed by nor shall at any time be asserted or enforceable against the Declarant on account of any representation, covenant, undertaking or agreement of the Declarant contained in this Declaration either expressed or implied. All such personal liability, if any, is expressly waived and released by the Association, any condominium association, the Owners and by all persons claiming by, through or under the Owners.

14.4. Easements. If any easement provided for in this Declaration fails because at the time of creation there may be no grantee having the capacity to take and hold such easement, then any such grant of easement shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original parties to whom the easements were originally to have been granted the benefit of such easement. The Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created in this Declaration.

14.5. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, THE ARTICLES OF INCORPORATION, BY-LAWS OR RULES AND REGULATIONS OF THE ASSOCIATION OR OTHERWISE, NEITHER THE DECLARANT, THE ASSOCIATION OR ANY CONDOMINIUM ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES OR THE DEVELOPMENT OF HAMMOCK DUNES, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CUSTOMERS, SERVANTS, EMPLOYEES, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, INCLUDING, WITHOUT LIMITATION, THE DEATH OF OR INJURY TO ANY SUCH PERSONS, AND ANY DAMAGE TO OR LOSS OF ANY PROPERTY OF ANY SUCH PERSONS, ARISING BY REASON OF THE USE OF THE COMMON AREAS. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO ANY UNIT AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE PROPERTIES OR THE DEVELOPMENT OF HAMMOCK DUNES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE DECLARANT, THE ASSOCIATION AND EACH CONDOMINIUM ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE DECLARANT, THE ASSOCIATION AND EACH CONDOMINIUM ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" AND "CONDOMINIUM ASSOCIATION" SHALL INCLUDE WITHIN THEIR MEANINGS ALL OF EACH RESPECTIVE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. AS USED IN THIS SECTION, THE "DECLARANT" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE DECLARANT'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

14.6. Construction Activities. All Owners, occupants, and users of the Properties and Hammock Dunes are hereby placed on notice that the Declarant and/or its agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting excavation, construction and other activities within or in proximity to the Properties and within the

development of Hammock Dunes. By the acceptance of their deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of the Common Areas, each such Owner, occupant and user automatically acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, under this Declaration or at law generally, (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to area where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) the Declarant and the other aforesaid related parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive or otherwise) injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from the Declarant's gross negligence or willful misconduct, and (iv) any purchase or use of any portion of the Properties has been and will be made with full knowledge of the foregoing.

14.7. Neighborhood Association and the Declarant as Attorney-in-Fact. Each Owner, by reason of acceptance of ownership of a portion of the Properties, whether by purchase, gift, operation or law or otherwise, and each Lessee and any other occupant of any portion of the Properties, by reason of his or her occupancy, and each mortgagee, by reason of acceptance of a lien upon any portion of the Properties, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition, or deletion made in, on or to the Properties by the Declarant (hereinafter, collectively, "Modifications") and, in respect thereto, each Owner, Lessee, other occupant and mortgagee hereby designates the Declarant, until the Turnover Date, and thereafter the Association to act as agent and attorney-in-fact on behalf of said Owner, lessee, other occupant and mortgagee to consent to and join in any such Modification. If requested by the Declarant, each Owner, Lessee, other occupant and mortgagee shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance of ownership of a portion of the Properties, whether by purchase, gift, operation or law or otherwise, and each Lessee and any other occupant of any portion of the Properties, by reason of his or her occupancy, and each mortgagee, by reason of acceptance of a lien upon any portion of the Properties, agrees to execute, at the request of the Declarant, any document and/or consent which may be required by any government agency to allow the Declarant and/or its affiliates to complete the plan of development of the Properties, as such plan may be hereafter amended, and each such Owner, Lessee, other occupant and mortgagee hereby designates the Association to act as agent and attorney-in-fact on behalf of said Owner, Lessee, other occupant and mortgagee to execute, on behalf of and in the name of each such Owner, Lessee, other occupant and mortgagee, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. During the period in which the Declarant is a Class B Member, the provisions of this Section 14.7 may not be amended without the Declarant's prior written consent.

14.8. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.



14.9. Topical Headings. The topical headings of the provisions herein are not a part of this Declaration, but are for convenience only, and do not define, enlarge, limit or construe any of the provisions hereof.

14.10. Invalid Provisions. The invalidity of one or more provisions of this Declaration shall not affect the remaining portions hereof.

14.11. Binding Effect. This Declaration and any amendments shall be binding upon the Owners, their successors and assigns, whether immediate or remote.

14.12. Dunes Community Development District. The Declarant discloses that the DCDD has been established to administer a portion of the Properties. The DCDD will impose taxes and/or assessments on the Properties, including, without limitation, the Units, through a special taxing district. These taxes and assessments pay the construction, operation and maintenance costs of certain public facilities of the DCDD and are set annually by the governing board of the district. These taxes and assessments are in addition to county and all other taxes and assessments provided for by law. Each Owner agrees, by acceptance of a deed or other instrument conveying title to a Unit or other portion of the Properties, to pay any and all fees, rates, charges, taxes and assessments imposed by the DCDD with respect to such Owner's Unit or other portion of the Properties, and to abide by all rules and regulations of the DCDD, as they may be enacted and amended from time to time.

[Signatures appear on the following pages]

Executed this 16<sup>th</sup> day of May, 2005.

Witnesses:

WCI COMMUNITIES, INC., a Delaware corporation

Andrea E. Horney  
Print Name: ANDREA E. HORNEY

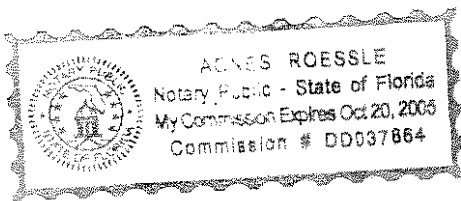
By: [Signature]  
Title: Authorized Agent  
Print Name: Timothy P Byal

Kimberla A Costner  
Print Name: Kimberla A Costner

Address: 24301 Walden Center Drive  
Bonita Springs, Florida 34134

STATE OF FLORIDA )  
 )ss:  
COUNTY OF Flagler )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2005, by Timothy P Byal, as President of WCI Communities, Inc, a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



Agnes Roessle  
NOTARY PUBLIC  
Name: Agnes Roessle  
My Commission Expires: 10-20-05  
Commission Number, if any: DD037864

JOINDER

CASA BELLA NEIGHBORHOOD ASSOCIATION, INC., a not-for-profit Florida corporation (the "Association"), hereby joins in and agrees to accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16<sup>th</sup> day of May, 2005

Witnesses:

CASA BELLA NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation

Andrea E. Horney  
Print Name: ANDREA E. HORNEY

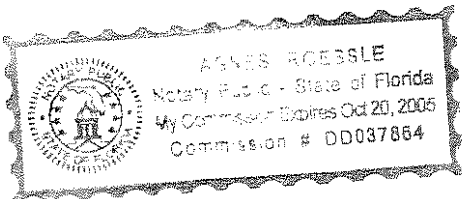
By: [Signature]  
Title: President  
Print Name: Timothy P Byal

Kimberla A Costner  
Print Name: Kimberla A Costner

Address: 24301 Walden Center Drive  
Bonita Springs, FL 34134

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF Franklin    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2005, by Timothy P Byal, as President of CASA BELLA NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He/She is personally known to me or has produced as identification.



[Signature]  
NOTARY PUBLIC  
Name: Agnes Roessle  
My Commission Expires: 10-20-05  
Commission Number, if any: DD037864

## **EXHIBIT "A"**

### **Properties**

Parcels A, B and C of Casa Bella at Hammock Dunes, according to the Plat thereof as recorded in Map Book 34, Page 42 of the Public Records of Flagler County, Florida.

## **EXHIBIT "D"**

### **Common Areas**

All of the property identified on Exhibit "D," less and except the property described on Schedules 1, 2 and 3 to Exhibit "D."

0 120 240

SCALE 1" = 120'



NORTH ARROW

A PORTION OF PARCEL 1-D  
(UNPLATTED)  
(CAMBRIA AT HAMMOCK DUNES)

UNPLATTED  
(LA GRANDE PRODUCE  
CONDOMINIUM ASSOCIATION)

N 904498.5841  
E 444842.6707

AVENUE DE LA MER  
(60' PRIVATE ROAD R/W)  
AS OCCUPIED, UNIMPROVED  
IMPROVED AND MAINTAINED  
088 9585, PAGES 1113-1117

SUBDIVISION PLAT OF  
VISCAYA PHASE I  
MB 30, PAGES 58-60  
(AT COMMUNITY DEVELOPMENT CORP.)  
(ADMIRAL CORPORATION)

D:\server\2k\survey\land projects\T3037WCI.dwg\condos Casa Bella\CD400-sh 4 Site Plan, sh 5 Legend.dwg 05/10/2004 08:57:58 AM PDI

D=04°33'47"  
R=737.50'  
L=58.74'  
CH=58.72'  
S07°05'53"W

12" ACCESS EASEMENT

VISCAYA DRIVE

WITNESS

NOT SET (IN WATER)

DRAINAGE EASEMENT (LAKE)

(LAKE)

DRAINAGE EASEMENT (LAKE)

DRAINAGE EASEMENT (LAKE)

DRAINAGE EASEMENT (LAKE)

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DRAINAGE EASEMENT (LAKE)

CASA BELLA I,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
SURVEY AND SITE PLAN

PARCEL GC-3  
HAMMOCK DUNES PHASE I  
MB 30, PAGES 75-86



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1876  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Fickwood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N00°37'32"W, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 887.58 FEET TO THE POINT OF BEGINNING OF THIS SURVEY; THENCE DEPARTING SAID WEST LINE OF SECTION 3, S88°19'31"W FOR A DISTANCE OF 121.81 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL GC-3 OF HAMMOCK DUNES PHASE 1; THENCE N00°34'07"W ALONG SAID EASTERLY BOUNDARY LINE FOR A DISTANCE OF 212.00 FEET; THENCE N10°18'58"W AND CONTINUING ALONG SAID EASTERLY BOUNDARY LINE FOR A DISTANCE OF 212.25 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF VISCAYA PHASE 1, AS RECORDED IN MAP BOOK 30, PAGES 58 THROUGH 60, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES; THENCE N33°23'18"E FOR A DISTANCE OF 65.26 FEET; THENCE S89°36'36"E FOR A DISTANCE OF 152.74 FEET; THENCE S80°37'14"E FOR A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 737.50 FEET, A CENTRAL ANGLE OF 04°33'47", AN ARC LENGTH OF 58.74 FEET, A CHORD BEARING OF S07°05'53"W AND A CHORD DISTANCE OF 58.72 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE N85°00'02"E FOR A DISTANCE OF 408.11 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE S30°50'32" FOR A DISTANCE OF 114.82 FEET; THENCE S02°43'41"W FOR A DISTANCE OF 113.51 FEET; THENCE S19°54'19"E FOR A DISTANCE OF 96.55 FEET; THENCE S35°54'34"E FOR A DISTANCE OF 279.24 FEET; THENCE S07°33'11"W FOR A DISTANCE OF 63.26'; THENCE S43°17'55"W FOR A DISTANCE OF 47.10 FEET; THENCE S64°01'32"W FOR A DISTANCE OF 28.30 FEET; THENCE S84°42'33"W FOR A DISTANCE OF 167.55 FEET; THENCE N77°38'24"W FOR A DISTANCE OF 73.94 FEET; THENCE S86°57'59"W FOR A DISTANCE OF 44.10 FEET; THENCE N72°08'59"W FOR A DISTANCE OF 107.69 FEET; THENCE N33°41'24"W FOR A DISTANCE OF 70.07 FEET; THENCE N08°00'17"E FOR A DISTANCE OF 75.04 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 79.07 FEET; THENCE N72°45'14"W FOR A DISTANCE OF 108.90 FEET; THENCE S88°19'31"W FOR A DISTANCE OF 54.35 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS SURVEY.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 382,950 SQ. FT. OR 8.79 ACRES MORE OR LESS.

F:\@JOB-DOC\@T2003\T3037WCI Casa-Bella-Phase 1\3037-Legal Description Phase 1.doc

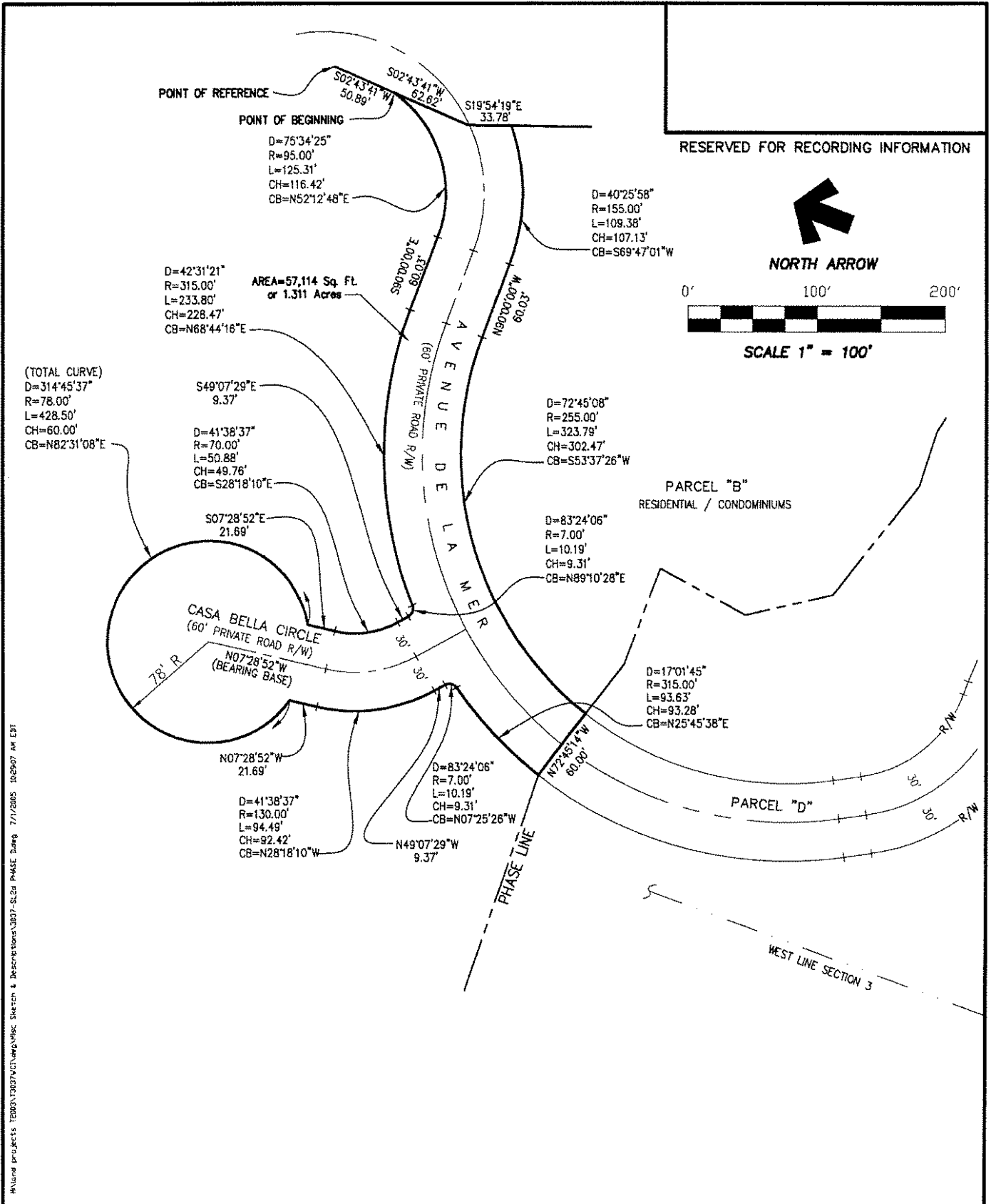
CASA BELLA I,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
LEGAL DESCRIPTION



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1978  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
e-mail: tomoka@tomoka-eng.com website: www.tomoka-eng.com

I:\Server-2\Survey\external projects\T2003\T3037WCI\Legal\Condos Casa Bella\T3037WCI\Legal\sh 5 Site Plan.sh 5 Legal.dwg 05/10/2004 06:57:59 AM PBT

SCHEDULE 1 TO EXHIBIT "D"



M:\land projects\T3037\WCI\Map\MSK\_Sketch\_4\_Descriptions\3037-SL2D\_PHASE\_2.dwg 7/1/2005 10:59:07 AM EDT

**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

PROJECT NO.	T3037/WCI
DRAWING REFERENCE NO.	3037-SL2D PHASE D
DATE:	07/01/2005
SHEET NO.	1 OF 2



**SKETCH AND DESCRIPTION**

RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION:**

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING UNDER THE SUPERVISION OF PETER G. JOHNSON, FLORIDA SURVEYOR NO. 5913 AND IS BASED ON A SKETCH, TOMOKA DRAWING REFERENCE NO. 3037-SL2D.

A PORTION OF CASA BELLA AT HAMMOCK DUNES AS RECORDED IN MAP BOOK 34, PAGES 41 AND 42 FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHERLY CORNER OF BELLE TERRE AT HAMMOCK DUNES AS RECORDED IN MAP BOOK 34, PAGES 41 AND 42; THENCE S02°43'41"W FOR A DISTANCE OF 50.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN ALONG THE EASTERLY LINE OF SAID CASA BELLA AT HAMMOCK DUNES S02°43'41"W FOR A DISTANCE OF 62.62 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE S19°54'19"E FOR A DISTANCE OF 33.78 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 109.38 FEET, A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 40°25'58", A CHORD BEARING OF S69°47'01"W AND A CHORD DISTANCE OF 107.13 FEET TO A POINT OF TANGENCY; THENCE N90°00'00"W FOR A DISTANCE OF 60.03 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 323.79 FEET, A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 72°45'08", A CHORD BEARING OF S53°37'26"W AND A CHORD DISTANCE OF 302.47 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N72°45'14"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 93.63 FEET, A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 17°01'45", A CHORD BEARING OF N25°45'38"E AND A CHORD DISTANCE OF 93.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 10.19 FEET, A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 83°24'06", A CHORD BEARING OF N07°25'26"W AND A CHORD DISTANCE OF 9.31 FEET TO A POINT OF TANGENCY; THENCE N49°07'29"W FOR A DISTANCE OF 9.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 94.49 FEET, A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 41°38'37", A CHORD BEARING OF N28°18'10"W AND A CHORD DISTANCE 92.42 FEET TO A POINT OF TANGENCY; THENCE N07°28'52"W FOR A DISTANCE OF 21.69 FEET TO THE POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 428.50 FEET, A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 31°45'37", A CHORD BEARING OF N82°31'08"E AND A CHORD DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S07°28'52"E FOR A DISTANCE OF 21.69 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 50.88 FEET, A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 41°38'37", A CHORD BEARING OF S28°18'10"E AND A CHORD DISTANCE OF 49.76 FEET TO A POINT OF TANGENCY; THENCE S49°07'29"E FOR A DISTANCE OF 9.37 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 10.19 FEET, A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 83°24'06", A CHORD BEARING OF N89°10'28"E AND A CHORD DISTANCE OF 9.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 233.80 FEET, A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 42°31'21", A CHORD BEARING OF N68°44'16"E AND A CHORD DISTANCE OF 228.47 FEET TO A POINT OF TANGENCY; THENCE S90°00'00"E FOR A DISTANCE OF 60.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 125.31 FEET, A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 75°34'25", A CHORD BEARING OF N52°12'48"E AND A CHORD DISTANCE OF 116.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 57,114 SQUARE FEET OR 1.311 ACRES, MORE OR LESS.

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M:\land\_projects\T3037WCI\map\doc Sketch & Description\3037-SL2d Phase 1.dwg 7/1/2005 10:29:07 AM ETI

**SURVEYOR'S NOTES:**

1. BEARINGS ARE BASED ON THE CENTERLINE OF CASA BELLA CIRCLE BEING N07°28'52"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.

**ABBREVIATIONS**

C=CURVE	S/SECT=SECTION	PCP=PERMANENT CONTROL POINT	PRM=PERMANENT REFERENCE MONUMENT
D=DELTA	R/RNG=RANGE	PC=POINT OF CURVE	PLS=PROFESSIONAL LAND SURVEYOR
R=RADIUS	T/TWP=TOWNSHIP	PT=POINT OF TANGENCY	PE=PROFESSIONAL ENGINEER
L=LENGTH	I.D.=IDENTIFICATION	PI=POINT OF INTERSECTION	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CONC=CONCRETE	PB=PLAT BOOK	FFE=FINISH FLOOR ELEVATION
TB=TANGENT BEARING	(R)=RECORD	PG=PAGE	(NR)=NON-RADIAL
CB=CHORD BEARING	(F)=FIELD MEASURED	POB=POINT OF BEGINNING	(RAD)=RADIAL
R/W=RIGHT OF WAY	U.E.=UTILITY EASEMENT	POC=POINT OF COMMENCEMENT	A/C=AIR CONDITIONER UNIT
C = CENTER LINE		MB=MAP BOOK	



**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**

PROJECT NO.	T3037WCI
DRAWING REFERENCE NO.	3037-SL2D PHASE D
DATE:	07/01/2005
SHEET NO.	2 OF 2

SCHEDULE 2 TO EXHIBIT "D"

**LEGAL DESCRIPTION:** (BUILDINGS 7 AND 8)

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING UNDER THE SUPERVISION OF PETER G. JOHNSON, FLORIDA SURVEYOR NO. 5913 AND IS BASED ON A SURVEY/PLOT PLAN, TOMOKA JOB NO. 3037WCI.

A PORTION OF GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A SOUTHWESTERLY CORNER OF THE SUBDIVISION PLAT OF VISCAYA, PHASE 1, AS RECORDED IN MAP BOOK 30, PAGES 58-60 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA BEING THE POINT OF REFERENCE; THENCE N85°00'02"E FOR A DISTANCE OF 304.75 FEET; THENCE S04°59'58"E FOR A DISTANCE OF 329.41 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S65°56'49"W FOR A DISTANCE OF 13.63 FEET; THENCE S24°14'40"E FOR A DISTANCE OF 39.54 FEET; THENCE S65°45'20"W FOR A DISTANCE OF 16.67 FEET; THENCE N24°14'40"W FOR A DISTANCE OF 4.00 FEET; THENCE S65°56'36"W FOR A DISTANCE OF 138.28 FEET; THENCE S23°54'44"E FOR A DISTANCE OF 4.00 FEET; THENCE S66°05'16"W FOR A DISTANCE OF 16.67 FEET; THENCE N23°54'44"W FOR A DISTANCE OF 39.54 FEET; THENCE S65°53'47"W FOR A DISTANCE OF 13.63 FEET; THENCE N24°00'55"W FOR A DISTANCE OF 49.45 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N20°59'05"E AND A CHORD DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY; THENCE N65°59'05"E FOR A DISTANCE OF 60.16 FEET; THENCE S24°00'55"E FOR A DISTANCE OF 9.74 FEET; THENCE N66°00'42"E FOR A DISTANCE OF 7.09 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.86 FEET, A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°04'49", A CHORD BEARING OF N20°58'17"E AND A CHORD DISTANCE OF 7.08 FEET TO A POINT OF TANGENCY; THENCE N24°04'07"W FOR A DISTANCE OF 11.59 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 11.14 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 25°31'51", A CHORD BEARING OF N36°50'03"W AND A CHORD DISTANCE OF 11.05 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 29.24 FEET, A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 06°34'16", A CHORD BEARING OF N66°13'05"E AND A CHORD DISTANCE OF 29.23 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 11.33 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 25°57'42", A CHORD BEARING OF S10°56'39"E AND A CHORD DISTANCE OF 11.23 FEET TO A POINT OF TANGENCY; THENCE S23°20'46"E FOR A DISTANCE OF 11.31 FEET TO THE POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.89 FEET, A RADIUS OF 5.20 FEET, A CENTRAL ANGLE OF 86°57'59", A CHORD BEARING OF S69°37'01"E AND A CHORD DISTANCE OF 7.16 FEET TO A POINT OF TANGENCY; THENCE N65°59'07"E FOR A DISTANCE OF 7.07 FEET; THENCE N23°59'16"W FOR A DISTANCE OF 9.74 FEET; THENCE N66°00'44"E FOR A DISTANCE OF 60.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S68°59'16"E AND A CHORD DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY; THENCE S23°59'16"E FOR A DISTANCE OF 49.24 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 19,151 SQUARE FEET OR 0.440 ACRES, MORE OR LESS.

W:\Tomoka\D\@JOB-DOC\@T2003\T3037WCI,Condo docs, 051605\Legal Description, Bldgs 7 and 8.doc

**CASA BELLA I,  
A CONDOMINIUM**

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

**BUILDINGS 7 AND 8  
LEGAL DESCRIPTION**



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office 900 So. Flaglerwood Ave., Daytona Beach, FL 32114  
Phone 386-257-1600 Fax 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SCHEDULE 2 TO EXHIBIT "D"

LEGAL DESCRIPTION: (BUILDINGS 9 AND 10)

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING UNDER THE SUPERVISION OF PETER G. JOHNSON, FLORIDA SURVEYOR NO. 5913 AND IS BASED ON A SURVEY/PLOT PLAN, TOMOKA JOB NO. 3037WCI.

A PORTION OF GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF THE SUBDIVISION PLAT OF VISCAYA, PHASE 1, AS RECORDED IN MAP BOOK 30, PAGES 58-60 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N85°00'02"E FOR A DISTANCE OF 181.46 FEET; THENCE S04°59'58"E FOR A DISTANCE OF 37.61 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S07°14'52"E FOR A DISTANCE OF 16.67 FEET; THENCE S82°45'08"W FOR A DISTANCE OF 4.00 FEET; THENCE S07°15'04"E FOR A DISTANCE OF 138.21 FEET; THENCE N83°05'08"E FOR A DISTANCE OF 4.00 FEET; THENCE S06°54'52"E FOR A DISTANCE OF 16.67 FEET; THENCE S83°05'08"W FOR A DISTANCE OF 39.54 FEET; THENCE S07°06'21"E FOR A DISTANCE OF 13.62 FEET; THENCE S82°49'40"W FOR A DISTANCE OF 49.24 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N52°10'16"W AND A CHORD DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY; THENCE N07°10'16"W FOR A DISTANCE OF 60.16 FEET; THENCE N82°49'44"E FOR A DISTANCE OF 9.74 FEET; THENCE N07°08'39"W FOR A DISTANCE OF 7.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.86 FEET, A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'47", A CHORD BEARING OF N52°09'03"W AND A CHORD DISTANCE OF 7.07 FEET TO A POINT OF TANGENCY; THENCE S82°50'33"W FOR A DISTANCE OF 2.90 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1.16 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°39'39", A CHORD BEARING OF S81°30'47"W AND A CHORD DISTANCE OF 1.16 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 24.15 FEET, A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 17°44'14", A CHORD BEARING OF N07°15'04"W AND A CHORD DISTANCE OF 24.05 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1.08 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°28'25", A CHORD BEARING OF N84°04'46"W AND A CHORD DISTANCE OF 1.08 FEET TO A POINT OF TANGENCY; THENCE N82°50'33"E FOR A DISTANCE OF 3.02 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.86 FEET, A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'47", A CHORD BEARING OF N37°50'09"E AND A CHORD DISTANCE OF 7.07 FEET TO A POINT OF TANGENCY; THENCE N07°10'14"W FOR A DISTANCE OF 7.18 FEET; THENCE S82°51'22"W FOR A DISTANCE OF 9.74 FEET; THENCE N07°08'21"W FOR A DISTANCE OF 60.16 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.57 FEET, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°01'38", A CHORD BEARING OF N37°50'33"E AND A CHORD DISTANCE OF 21.22 FEET TO A POINT OF TANGENCY; THENCE N82°51'22"E FOR A DISTANCE OF 49.09 FEET; THENCE S07°03'23"E FOR A DISTANCE OF 13.70 FEET; THENCE N82°45'08"E FOR A DISTANCE 39.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 18,629 SQUARE FEET OR 0.428 ACRES, MORE OR LESS.

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CASA BELLA I,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
BUILDINGS 9 AND 10  
LEGAL DESCRIPTION



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

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SCHEDULE 2 TO EXHIBIT "D"

**LEGAL DESCRIPTION:** (BUILDINGS 11 AND 12)

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING UNDER THE SUPERVISION OF PETER G. JOHNSON, FLORIDA SURVEYOR NO. 5913 AND IS BASED ON A SURVEY/PLOT PLAN, TOMOKA JOB NO. 3037WCI.

A PORTION OF GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A SOUTHWESTERLY CORNER OF THE SUBDIVISION PLAT OF VISCAYA, PHASE 1, AS RECORDED IN MAP BOOK 30, PAGES 58-60 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S83°50'50"W FOR A DISTANCE OF 2.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S06°09'10"E FOR A DISTANCE OF 28.94 FEET; THENCE S38°50'50"W FOR A DISTANCE OF 43.76 FEET; THENCE N51°09'10"W FOR A DISTANCE OF 9.74 FEET; THENCE S38°52'27"W FOR A DISTANCE OF 7.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.86 FEET, A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'47", A CHORD BEARING OF S06°07'57"E AND A CHORD DISTANCE OF 7.07 FEET TO A POINT OF TANGENCY; THENCE S49°57'16"E FOR A DISTANCE OF 1.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1.13 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°35'11", A CHORD BEARING OF S52°25'26"E AND A CHORD DISTANCE OF 1.13 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 24.13 FEET, A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 17°43'34", A CHORD BEARING OF S38°51'20"W AND A CHORD DISTANCE OF 24.04 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1.12 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°34'03", A CHORD BEARING OF N49°51'20"W AND A CHORD DISTANCE OF 1.12 FEET TO A POINT OF TANGENCY; THENCE N51°08'21"W FOR A DISTANCE OF 1.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.86 FEET, A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'47", A CHORD BEARING OF S83°51'15"W AND A CHORD DISTANCE OF 7.07 FEET TO A POINT OF TANGENCY; THENCE S38°50'52"W FOR A DISTANCE OF 7.14 FEET; THENCE S51°07'31"E FOR A DISTANCE OF 9.74 FEET; THENCE S38°52'29"W FOR A DISTANCE OF 75.01 FEET; THENCE N51°41'45"W FOR A DISTANCE OF 63.56 FEET; THENCE N38°14'20"E FOR A DISTANCE OF 14.01 FEET; THENCE N51°57'09"W FOR A DISTANCE OF 39.54 FEET; THENCE N38°02'51"E FOR A DISTANCE OF 16.67 FEET; THENCE S51°57'09"E FOR A DISTANCE OF 4.00 FEET; THENCE N38°02'51"E FOR A DISTANCE OF 57.62 FEET; THENCE N51°08'21"W FOR A DISTANCE OF 2.88 FEET; THENCE N38°52'10"E FOR A DISTANCE OF 24.02 FEET; THENCE S51°08'21"E FOR A DISTANCE OF 3.04 FEET; THENCE N39°10'07"E FOR A DISTANCE OF 57.19 FEET; THENCE N50°49'53"W FOR A DISTANCE OF 4.00 FEET; THENCE N39°10'07"E FOR A DISTANCE OF 16.67 FEET; THENCE S50°49'53"E FOR A DISTANCE OF 39.54 FEET; THENCE N38°58'38"E FOR A DISTANCE OF 13.67 FEET; THENCE S51°09'10"E FOR A DISTANCE OF 32.76 FEET; THENCE S06°09'10"E FOR A DISTANCE OF 15.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 18,319 SQUARE FEET OR 0.421 ACRES, MORE OR LESS.

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**CASA BELLA I,  
A CONDOMINIUM**

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

**BUILDINGS 11 AND 12  
LEGAL DESCRIPTION**



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone 386-257-1600 Fax 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SCHEDULE 2 TO EXHIBIT "D"

**LEGAL DESCRIPTION:** (BUILDINGS 13 AND 14)

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING UNDER THE SUPERVISION OF PETER G. JOHNSON, FLORIDA SURVEYOR NO. 5913 AND IS BASED ON A SURVEY/PLOT PLAN, TOMOKA JOB NO. 3037WCI.

A PORTION OF GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A WESTERLY CORNER OF PARCEL 9, HAMMOCK DUNES, PHASE 1, AS SHOWN ON A PLAT RECORDED IN MAP BOOK 30, PAGES 76-86, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N00°34'07"W FOR A DISTANCE OF 168.05 FEET; THENCE N89°25'53"E FOR A DISTANCE 18.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N00°04'29"W FOR A DISTANCE OF 16.67 FEET; THENCE N89°55'31"E FOR A DISTANCE OF 4.00 FEET; THENCE N00°12'10"E FOR A DISTANCE OF 138.34 FEET; THENCE N89°39'49"W FOR A DISTANCE OF 4.00 FEET; THENCE N00°20'11"E FOR A DISTANCE OF 16.67 FEET; THENCE S89°39'49"E FOR A DISTANCE OF 39.54 FEET; THENCE N00°08'43"E FOR A DISTANCE OF 13.72 FEET; THENCE S89°43'55"E FOR A DISTANCE OF 49.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S44°50'44"E AND A CHORD DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY; THENCE S00°09'16"W FOR A DISTANCE OF 60.16 FEET; THENCE N89°50'44"W FOR A DISTANCE OF 9.74 FEET; THENCE S00°10'53"W FOR A DISTANCE OF 7.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.86 FEET, A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'47", A CHORD BEARING OF S44°49'31"E AND A CHORD DISTANCE OF 7.07 FEET TO A POINT OF TANGENCY; THENCE S89°49'54"E FOR A DISTANCE OF 7.05 FEET TO THE POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 41.92 FEET, A RADIUS OF 135.12 FEET, A CENTRAL ANGLE OF 17°46'28", A CHORD BEARING OF N80°51'03"E AND A CHORD DISTANCE OF 41.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 8.55 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°35'51", A CHORD BEARING OF N62°09'42"E AND A CHORD DISTANCE OF 8.51 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 25.42 FEET, A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 11°12'06", A CHORD BEARING OF S28°28'00"E AND A CHORD DISTANCE OF 25.38 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1.29 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°57'32", A CHORD BEARING OF S69°13'28"W AND A CHORD DISTANCE OF 1.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 61.24 FEET, A RADIUS OF 159.09 FEET, A CENTRAL ANGLE OF 22°03'24", A CHORD BEARING OF S78°46'36"W AND A CHORD DISTANCE OF 60.87 FEET TO A POINT OF TANGENCY; THENCE N89°49'54"W FOR A DISTANCE OF 7.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.86 FEET, A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'47", A CHORD BEARING OF S45°09'42"W AND A CHORD DISTANCE OF 7.07 FEET TO A POINT OF TANGENCY; THENCE S00°09'18"W FOR A DISTANCE OF 7.18 FEET; THENCE S89°49'05"E FOR A DISTANCE OF 9.74 FEET; THENCE S00°10'55"W FOR A DISTANCE OF 60.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°10'55"W AND A CHORD DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY; THENCE N89°49'05"W FOR A DISTANCE OF 49.24 FEET; THENCE N00°07'00"E FOR A DISTANCE OF 13.63 FEET; THENCE S89°55'31"W FOR A DISTANCE OF 39.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 20,085 SQUARE FEET OR 0.461 ACRES, MORE OR LESS.

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**CASA BELLA I,  
A CONDOMINIUM**

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

**BUILDINGS 13 AND 14  
LEGAL DESCRIPTION**



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1800 Fax: 386-257-1801  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

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**SCHEDULE 3 to EXHIBIT "D"**

Also, less and except Parcel C of Casa Bella at Hammock Dunes, according to the Plat thereof as recorded in Map Book 34, Page 42 of the Public Records of Flagler County, Florida.

## **EXHIBIT “E”**

### **Initial Properties**

All of the property identified on Exhibit “E,” less and except the property described on Schedules 1 and 2 to Exhibit “E.”

0 120 240

SCALE 1" = 120'



NORTH ARROW

A PORTION OF PARCEL 1-D  
(UNPLATTED)  
(CAMBRIA AT HAMMOCK DUNES)

UNPLATTED  
(LA GRANDE PROVENCE  
CONDOMINIUM ASSOCIATION)

AVENUE DE LA MER  
(60' R/W)  
AS OCCUPIED, MONUMENTED  
IMPROVED AND MAINTAINED  
ORB 0585, PAGES 1113-1117

SUBDIVISION PLAT OF  
VISCAYA PHASE 1  
MB 30, PAGES 58-60  
(ADMIRAL CORPORATION)  
(ITT COMMUNITY DEVELOPMENT CORP.)

D=04°33'47"  
R=737.50'  
L=58.74'  
CH=58.72'  
S07°05'53"W

VISCAYA  
DRIVE

(WITNESS)

NOT SET  
(IN WATER)

DRAINAGE  
EASEMENT  
(LAKE)

(LAKE)

DRAINAGE  
EASEMENT  
(LAKE)

(LAKE)

(LAKE)

(LAKE)

(LAKE)

(LAKE)

(LAKE)

(LAKE)

(LAKE)

(LAKE)

(LAKE)

DRAINAGE EASEMENT  
(LAKE)

DRAINAGE EASEMENT  
(LAKE)

BLDG. 10  
FF=10.15

BLDG. 9  
FF=10.15

BLDG. 7  
FF=10.00

BLDG. 11  
FF=10.25

BLDG. 12  
FF=10.25

BLDG. 13  
FF=10.00

BLDG. 14  
FF=10.00

PARCEL "C"  
RECREATION

POOL

AREA=8.79 ACRES

CASA BELLA CIRCLE

PARCEL "A"  
RESIDENTIAL/CONDOMINIUMS

PARCEL "D"  
(60' PRIVATE ROAD R/W)

PARCEL "B"  
RESIDENTIAL / CONDOMINIUMS

PARCEL 9  
HAMMOCK DUNES PHASE 1  
MB 30, PAGES 76  
(VACANT)

WEST LINE OF SECTION 3

POINT OF BEGINNING  
(BASIS OF BEARING)

POINT OF REFERENCE  
THE SOUTHWEST CORNER OF SECTION 3,  
TOWNSHIP 11 SOUTH, RANGE 31 EAST

PARCEL GC-3  
HAMMOCK DUNES PHASE 1  
MB 30, PAGES 76-88

GOLF FAIRWAY

CASA BELLA I,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
SURVEY AND SITE PLAN



TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAOLIER/PALM COAST  
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
Phone: 386-274-1800 Fax: 386-274-1802  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

MLand projects 12003\T3037WCI\dwg\sh 1 Survey & Site Plan, sh 2 Legal.dwg 7/1/2005 10:31:31 AM EDT



**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N00°37'32"W, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 887.58 FEET TO THE POINT OF BEGINNING OF THIS SURVEY; THENCE DEPARTING SAID WEST LINE OF SECTION 3, S88°19'31"W FOR A DISTANCE OF 121.81 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL GC-3 OF HAMMOCK DUNES PHASE 1; THENCE N00°34'07"W ALONG SAID EASTERLY BOUNDARY LINE FOR A DISTANCE OF 212.00 FEET; THENCE N10°18'58"W AND CONTINUING ALONG SAID EASTERLY BOUNDARY LINE FOR A DISTANCE OF 212.25 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF VISCAYA PHASE 1, AS RECORDED IN MAP BOOK 30, PAGES 58 THROUGH 60, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES; THENCE N33°23'18"E FOR A DISTANCE OF 65.26 FEET; THENCE S89°36'36"E FOR A DISTANCE OF 152.74 FEET; THENCE S80°37'14"E FOR A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 737.50 FEET, A CENTRAL ANGLE OF 04°33'47", AN ARC LENGTH OF 58.74 FEET, A CHORD BEARING OF S07°05'53"W AND A CHORD DISTANCE OF 58.72 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE N85°00'02"E FOR A DISTANCE OF 408.11 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE S30°50'32" FOR A DISTANCE OF 114.82 FEET; THENCE S02°43'41"W FOR A DISTANCE OF 113.51 FEET; THENCE S19°54'19"E FOR A DISTANCE OF 96.55 FEET; THENCE S35°54'34"E FOR A DISTANCE OF 279.24 FEET; THENCE S07°33'11"E FOR A DISTANCE OF 63.26 FEET; THENCE S43°17'55"W FOR A DISTANCE OF 47.10 FEET; THENCE S64°01'32"W FOR A DISTANCE OF 28.30 FEET; THENCE S84°42'33"W FOR A DISTANCE OF 167.55 FEET; THENCE N77°38'24"W FOR A DISTANCE OF 73.94 FEET; THENCE S86°57'59"W FOR A DISTANCE OF 44.10 FEET; THENCE N72°08'59"W FOR A DISTANCE OF 107.69 FEET; THENCE N33°41'24"W FOR A DISTANCE OF 70.07 FEET; THENCE N08°00'17"E FOR A DISTANCE OF 75.04 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 79.07 FEET; THENCE N72°45'14"W FOR A DISTANCE OF 108.90 FEET; THENCE S88°19'31"W FOR A DISTANCE OF 54.35 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS SURVEY.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 382,950 SQ. FT. OR 8.79 ACRES MORE OR LESS.

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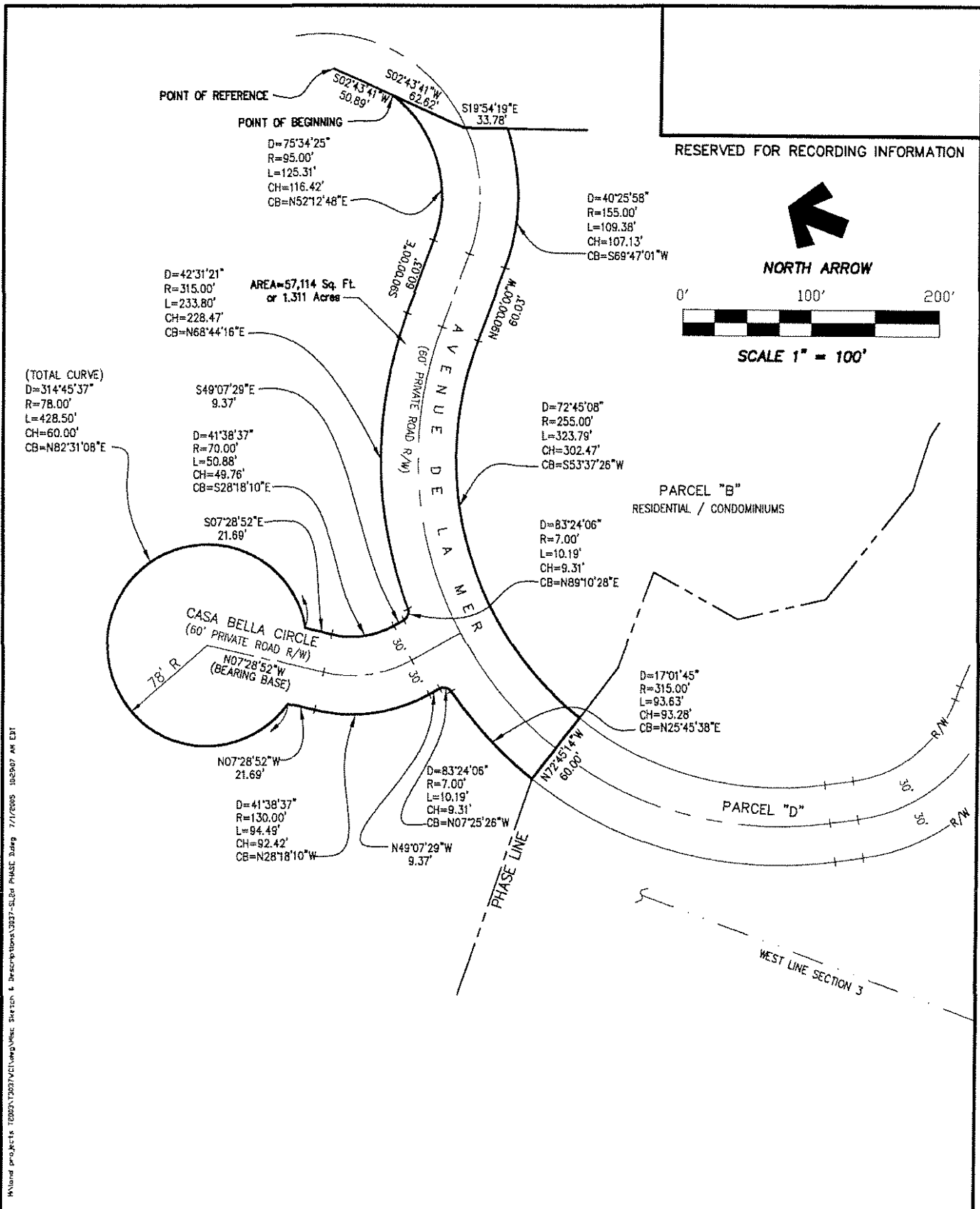
**CASA BELLA I,  
A CONDOMINIUM**  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
**LEGAL DESCRIPTION**



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Mch Office 140 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
Phone: 386-274-1800 Fax: 386-274-1802  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SCHEDULE 1 TO EXHIBIT "E"



Manual Project: T3037WCI/Phase D Sketch & Description/SL2D/Phase D/07/01/2005 10:00 AM EDT

**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**

PROJECT NO.	T3037WCI
DRAWING REFERENCE NO.	3037-SL2D PHASE D
DATE:	07/01/2005
SHEET NO.	1 OF 2

**SKETCH AND DESCRIPTION**

RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION:**

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING UNDER THE SUPERVISION OF PETER G. JOHNSON, FLORIDA SURVEYOR NO. 5913 AND IS BASED ON A SKETCH, TOMOKA DRAWING REFERENCE NO. 3037-SL2D.

A PORTION OF CASA BELLA AT HAMMOCK DUNES AS RECORDED IN MAP BOOK 34, PAGES 41 AND 42 FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHERLY CORNER OF BELLE TERRE AT HAMMOCK DUNES AS RECORDED IN MAP BOOK 34, PAGES 41 AND 42; THENCE S02°43'41"W FOR A DISTANCE OF 50.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN ALONG THE EASTERLY LINE OF SAID CASA BELLA AT HAMMOCK DUNES S02°43'41"W FOR A DISTANCE OF 62.62 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE S19°54'19"E FOR A DISTANCE OF 33.78 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 109.38 FEET, A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 40°25'58", A CHORD BEARING OF S69°47'01"W AND A CHORD DISTANCE OF 107.13 FEET TO A POINT OF TANGENCY; THENCE N90°00'00"W FOR A DISTANCE OF 60.03 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 323.79 FEET, A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 72°45'08", A CHORD BEARING OF S53°37'26"W AND A CHORD DISTANCE OF 302.47 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N72°45'14"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 93.63 FEET, A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 17°01'45", A CHORD BEARING OF N25°45'38"E AND A CHORD DISTANCE OF 93.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 10.19 FEET, A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 83°24'06", A CHORD BEARING OF N07°25'26"W AND A CHORD DISTANCE OF 9.31 FEET TO A POINT OF TANGENCY; THENCE N49°07'29"W FOR A DISTANCE OF 9.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 94.49 FEET, A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 41°38'37", A CHORD BEARING OF N28°18'10"W AND A CHORD DISTANCE 92.42 FEET TO A POINT OF TANGENCY; THENCE N07°28'52"W FOR A DISTANCE OF 21.69 FEET TO THE POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 428.50 FEET, A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 314°45'37", A CHORD BEARING OF N82°31'08"E AND A CHORD DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S07°28'52"E FOR A DISTANCE OF 21.69 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 50.88 FEET, A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 41°38'37", A CHORD BEARING OF S28°18'10"E AND A CHORD DISTANCE OF 49.76 FEET TO A POINT OF TANGENCY; THENCE S49°07'29"E FOR A DISTANCE OF 9.37 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 10.19 FEET, A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 83°24'06", A CHORD BEARING OF N89°10'28"E AND A CHORD DISTANCE OF 9.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 233.80 FEET, A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 42°31'21", A CHORD BEARING OF N68°44'16"E AND A CHORD DISTANCE OF 228.47 FEET TO A POINT OF TANGENCY; THENCE S90°00'00"E FOR A DISTANCE OF 60.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 125.31 FEET, A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 75°34'25", A CHORD BEARING OF N52°12'48"E AND A CHORD DISTANCE OF 116.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 57,114 SQUARE FEET OR 1.311 ACRES, MORE OR LESS.

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**SURVEYOR'S NOTES:**

1. BEARINGS ARE BASED ON THE CENTERLINE OF CASA BELLA CIRCLE BEING N07°28'52"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.

**ABBREVIATIONS**

C=CURVE	S/SECT=SECTION	PCP=PERMANENT CONTROL POINT	PRM=PERMANENT REFERENCE MONUMENT
D=DELTA	R/RNG=RANGE	PC=POINT OF CURVE	PLS=PROFESSIONAL LAND SURVEYOR
R=RADIUS	T/TWP=TOWNSHIP	PT=POINT OF TANGENCY	PE=PROFESSIONAL ENGINEER
L=LENGTH	I.D=IDENTIFICATION	PI=POINT OF INTERSECTION	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CONC=CONCRETE	PB=PLAT BOOK	FFE=FINISH FLOOR ELEVATION
TB=TANGENT BEARING	(R)=RECORD	PG=PAGE	(NR)=NON-RADIAL
CB=CHORD BEARING	(F)=FIELD MEASURED	POB=POINT OF BEGINNING	(RAD)=RADIAL
R/W=RIGHT OF WAY	U.E.=UTILITY EASEMENT	POC=POINT OF COMMENCEMENT	A/C=AIR CONDITIONER UNIT
C= CENTER LINE		MB=MAP BOOK	



**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: 386-274-1800 Fax: 386-274-1802  
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

**SKETCH AND DESCRIPTION**

PROJECT NO.	T3037WCI
DRAWING REFERENCE NO.	3037-SL2D PHASE D
DATE	07/01/2005
SHEET NO.	2 OF 2

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**SCHEDULE 2 to EXHIBIT "E"**

Also, less and except, Parcel C of Casa Bella at Hammock Dunes, according to the Plat thereof as recorded in Map Book 34, Page 42 of the Public Records of Flagler County, Florida.