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**Scott Ellis**

Clerk Of Courts, Brevard County

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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR FITZROY REEF AT WALKABOUT**

This Declaration of Covenants, Restrictions and Easements is made this 14<sup>th</sup> day of July, 2005, by WALKABOUT RESIDENTIAL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Brevard County, Florida, which is more particularly described in EXHIBIT "A" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant wishes to subject the Property to the terms and conditions of this Declaration, and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Fitzroy Reef at Walkabout") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Association") to which there should be assigned the powers of owning, maintaining and administering those portions of the Property which may be designated as "Common Areas" (as hereinafter defined) pursuant hereto and for the further purpose of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created by this Declaration, and

WHEREAS, Declarant has caused the Association, the members of which shall be the respective owners of Lots in the Property, including the Declarant, to be formed for the purpose of exercising the aforesaid purposes and functions, and

WHEREAS, Declarant presently intends to undertake the sale or lease of those Lots within the Property pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with said Property as hereinafter set forth, and

WHEREAS, Declarant and Walkabout Golf and Country Club, L.L.C. (Master Declarants) created the Walkabout Property Owner's Association, Inc. (the "Master Association") to administer the entire Walkabout Golf and Country Club pursuant to the Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (the "Master Declaration").

NOW THEREFORE, Declarant hereby declares that all of the real property described in EXHIBIT "A" attached hereto shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, improved and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges, and equitable servitudes as hereinafter set forth, all of which are for the purpose of uniformly enhancing and protecting the value, desirability and attractiveness, and are in furtherance of a general plan for the protection, maintenance and improvement of the Property. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the title to the real property described in EXHIBIT "A" attached hereto and shall be binding upon all persons having or acquiring any right, title or interest therein or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of each and every person or entity from time to time owning or holding an interest in said real property or any portion thereof and shall further inure to the benefit of and be binding upon the Declarant, its successors and assigns and each other Owner, his respective heirs, personal representatives, successors and assigns and his tenants, invitees, licensees, and guests and may be enforced by an Owner, and his heirs, personal representatives, successors and assigns, by the Association, and by the Declarant so long as it is an Owner of any portion of the

Property, including, but not limited to any Lots contained within the Property. This Declaration and any amendment hereto shall not be deemed to be for the benefit of any holder of a mortgage or security deed or its successors and assigns, unless and until such holder has acquired title to a Lot pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure.

Notwithstanding the foregoing, no provision of this Declaration shall in any manner be construed as to prevent or limit Declarant's rights to complete the sale or lease of any portion of the Property and the construction of improvements thereon, nor Declarant's right to maintain models, construction, sales, Association or leasing offices, or similar or other facilities on any portion of the Property, nor the Declarant's right to post signs incidental to the sales, leasing or otherwise marketing of any portion of the Property or the Walkabout Golf and Country Club Community.

## ARTICLE I DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration or Amendment hereto, or any Sub-Declaration (as hereinafter defined) recorded affecting any portion of the Property (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Aggregate Assessment" or "Annual Assessment" shall mean and refer to the total annual assessment for the Association pursuant to the Annual Budget.

Section 2. "Annual Budget" shall mean and refer to the estimated total expenditures for services to be provided by the Association and other expenses of the Association, as more particularly described in Article V of this Declaration.

Section 3. "Architectural Review Board" or "ARB" shall mean and refer to the Architectural Review Board of the Association as more particularly described in Article IX of this Declaration.

Section 4. "Articles" shall mean and refer to the Articles of Incorporation of the Association being EXHIBIT "B" to this Declaration, as the same may exist from time to time.

Section 5. "Assessment Unit" shall mean and refer to the amount of the Annual Assessment levied against each Lot for a given year, as determined from time to time by the Board of Directors of the Association.

Section 6. "Association" shall mean and refer to the Fitzroy Reef at Walkabout Property Owners Association, Inc., a not for profit Florida corporation, its successors and assigns, being the entity responsible for the administration and enforcement of performance of certain duties as hereinafter set forth in this Declaration and in the Articles and Bylaws.

Section 7. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association as said Board may exist from time to time.

Section 8. "Bylaws" shall mean and refer to the Bylaws of the Association being Exhibit "C" to this Declaration, as the same may exist from time to time.

Section 9. "City" shall mean and refer to the City of Titusville, Florida.

Section 10. "Common Areas" shall mean all real property located within the Property or easements thereon, together with any improvements thereon, and any personal property situated thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Association. Such Common Areas shall be designed and intended for the common, nonexclusive use of certain (or all) of the Owners and their tenants, guests, licensees and invitees. Common Areas shall include those areas designated as such herein or by or on the Plat of Fitzroy Reef at Walkabout where dedication thereon is made by Declarant, together with, if applicable and to the extent provided herein, all private roadways, landscaping and pedestrian areas, entry features, signs erected by Declarant to identify the Property or any portions thereof, the main gate houses (if any), irrigation and sprinkler systems, internal signalization and signage, areas surrounding canals or lakes and special design or landscaping features over or around such



canals or lakes so long as such areas, special design or landscaping features, are not within an area dedicated to or maintained by the District and as long as the aforesaid items are within the Property.

Provided however, certain portions of the Property shall not be deemed to be Common Areas to the extent the same are specifically made common areas of the Master Association pursuant to the Master Declaration.

Without limiting the generality of the foregoing, it is specifically intended that the Common Areas shall include any and all subsequent capital improvements made by or at the direction of the Declarant and/or the Association beyond the initial installations and/or maintenance provided by any governmental or quasi-governmental entity to which applicable portions of the Property may now or hereafter be dedicated. In addition to the Association, Declarant shall have the right, subject to obtaining all required governmental approvals and permits, to construct or to have constructed on such Common Areas those facilities Declarant deems appropriate. All references herein to particular property or structures which are or may become part of the Common Areas are by way of illustration and example only, and Declarant shall be under no obligation to grant or construct such particular property or structures by reason of such references. Additionally, the timing, phasing and dates of completion of all such construction relative to Common Areas shall be solely within the discretion of the Declarant.

Declarant may, but shall not be obligated to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas, such identification shall not be required for a portion of the Property to be deemed a Common Area hereunder. Without limiting the generality of any other provisions of this Article, in the event that Declarant determines that a particular portion of the Property is or is not a Common Area hereunder, such determination shall be binding and conclusive.

It is specifically contemplated that the Common Areas may change from time to time in connection with changes in Declarant's development plans and other factors not now known (including, without limitation, by increase, or decrease). Accordingly, reference in this Declaration to the Common Areas shall be deemed to refer to same as they may exist from time to time.

Section 11. "Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit D. The Developer reserves the right to add lands to the Conservation Area.

Section 12. "County" shall mean and refer to Brevard County, Florida.

Section 13. "Declarant" shall mean and refer to Walkabout Residential, L.L.C., a Florida limited liability company. Declarant or any of the entities comprising Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Community. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment shall be presumed to be on a non-exclusive basis, unless otherwise expressly stated.

Section 14. "Declaration" shall mean and refer to this instrument and all exhibits hereto as the same may be amended or supplemented from time to time.

Section 15. "District" shall mean and refer to the Walkabout Community Development District or its successors.

Section 16. "District Property" shall mean and refer to such property, including, but not limited to, lakes, canals or other water bodies and areas surrounding same and improvements thereto or thereon dedicated to or owned by the District or, upon which the District has assumed responsibility for maintenance and administration of such areas or to improvements or betterments to those areas.

Section 17. "General Expenses" shall mean and refer to the expenditures for maintenance, operation and the rendering of services required or authorized to be performed by the Association or its agents, designees, or assigns.

Section 18. "Improvements" shall mean and refer to all structures of any kind, including, without limitation any building, fence, wall, sign, paving, grading, any addition, alteration, screen enclosure, sewer drain disposal system,





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decorative building, landscaping or landscaping device or object or other changes to the natural state and vegetation existing thereon.

Section 19. "Individual Assessments" shall mean and refer to assessments levied against particular Lots, to the exclusion of others and other charges against specific Lots as contemplated in this Declaration.

Section 20. "Institutional Mortgage" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved in writing by Declarant, an agency of the United States government, or Declarant, which holds a first mortgage of public record on any Lot, or part thereof, or other portion of the Property and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

Section 21. "Institutional Mortgage" shall mean and refer to any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise or any first mortgage of public record on any Lot or part thereof, or other portion of the Property, owned or held by an Institutional Mortgagee as said term is defined in Section 20 of this Article.

Section 22. "Lakes" for purposes of this Declaration and all exhibits hereto, when referred to herein or therein, shall be deemed to mean and refer to any lake, marsh, pond, canal, creek, stream or other water body within the Property.

Section 23. "Lot" shall mean and refer to any single family residential building lot which is not a Common Area, any such lots shown upon any re-subdivision of any such plat, and any other parcel of property hereafter made subject to this Declaration, whether or not platted.

Section 24. "Master Association" shall mean and refer to WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, being the entity responsible for the administration, and enforcement of performance of certain duties as hereinafter set forth in Master Declaration.

Section 25. "Member" shall mean and refer to all those Owners who are members of the Association as hereinafter provided.

Section 26. "Property" shall mean and refer to that certain real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, more particularly described in Exhibit "A" hereto and any additions thereto in accordance with this Declaration, as it may be supplemented or amended from time to time. Real property may be withdrawn from the Property in accordance with Article II of this Declaration.

Section 27. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within the Property. Owner shall not mean or refer to the holder of a mortgage or security deed or its successors and assigns, unless and until such holder has acquired title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure.

Section 28. "Special Assessment" shall mean and refer to assessments for services which the Association is authorized or required to provide, to the extent that the Annual Assessment is insufficient to fund such services. Such Special Assessments are more particularly described in Article V of this Declaration.

Section 29. "Surface Water or Stormwater Management System" means and refers to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 30. "Interpretation and Flexibility". In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article, the determination made by Declarant in such regard (as evidenced by a recorded instrument stating same) shall be binding and conclusive. Moreover, Declarant may, also by way of a recorded instrument, alter or amend the application of any portion of this Declaration as to any specified portion(s) of the Property in order to reflect any unique characteristics thereof;

provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the overall Walkabout Golf and Country Club Community.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property comprising the Property which shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. Declarant may, in its sole discretion, either bring within this Declaration additional lands, or withdraw lands pursuant to this Article.

Section 2. Addition of Property. Declarant may from time to time bring other land under the provisions of this Declaration and thereby add to the land which shall comprise the Property by executing and recording Supplemental Declarations or Amendments. Such Supplemental Declarations or Amendments shall not require the consent of then existing Owners, the Association or any other individual or entity. If Declarant is not the owner of the land to be subjected hereto and/or added to the Property as of the date the applicable Supplemental Declaration or Amendment is to be made, then the fee owner(s) of such land shall join in such Supplemental Declaration or Amendment. Once so added, such land shall be deemed a part of the Property which has been subjected to this Declaration for all purposes of this Declaration, except as modified pursuant thereto, if at all. Nothing in this Declaration shall, however, obligate Declarant to add to the Property.

All Owners, by acceptance of their deeds to, or otherwise acquiring title to their Lots thereby automatically consent to any rezoning, change, addition or deletion 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 effect of this provision). With respect to property not owned by the Declarant, and/or its affiliates, the Declarant shall have the right to impose (and retain for its own account) fees for the privilege of allowing such other property to be made subject to this Declaration as aforesaid. Notwithstanding the foregoing, as long as Declarant owns any Lot within the Property no additions may be made to the Property, nor Supplemental Declarations or Amendments Declarations be executed and recorded, without the prior written joinder and consent of the Declarant, which joinder and consent shall be in the sole and absolute discretion of the Declarant.

Section 3. Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing any portion of the Property then owned by the Declarant or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any change whatsoever in the plans for the Property desired to be effected by Declarant; Provided, however, that such withdrawal is not, in the reasonable judgment of Declarant, unequivocally contrary to the overall, uniform scheme of development for the then-remaining portions of the Property. Any withdrawal of land not owned by Declarant from the provisions of this Declaration shall not be effected without the written consent or joinder of the then-owner(s) of such land. Notwithstanding anything to the contrary contained in this Declaration, and without limitation, all easements, use and other similar rights created or granted under this Declaration shall automatically cease and terminate, as if never created or granted, as to all land which is withdrawn from the Property in accordance herewith.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner 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 unless and until such holder has acquired title to a Lot pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall continue until such time as the Member transfers or conveys record ownership or such ownership is transferred or conveyed by operation of law, at which time, the Membership, with respect to the property conveyed, shall automatically be conferred upon the transferee, subject to the approval of the Association as indicated in Article XIV of this Declaration. Membership shall be appurtenant to and may not be separated from ownership of property subject to this Declaration.



Section 2. Voting Rights. The Association shall have one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each single-family residential Lot. When more than one person holds the ownership interest required for membership, all such persons shall be Members, and the votes for such Lot shall be exercised by a "Voting Representative" as they among themselves determine and in accordance with the Bylaws; provided however, that in no event shall more than one (1) vote be cast with respect to each Lot. If a Lot is owned by a corporation, general or limited partnership, trust, or other entity, it shall designate in writing one (1) of its shareholders, officers, partners or trustees, as the case may be, to represent it as a Member and which Member shall be the Voting Representative for that Lot.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors as provided for in the Articles and Bylaws of the Association. The members of the Board of Directors shall be selected by Declarant until transfer of control pursuant to Article XII of this Declaration. Thereafter, Directors shall be selected in the manner set forth in the provisions of this Declaration and pursuant to the Articles and Bylaws of the Association.

Section 4. Notices to Members. All notices, mailings and other documents provided or to be provided by the Association to Members shall be sent to the "Voting Representative" at his/her address as on file with the Association, from time to time. The Association shall not have any obligation or responsibility to provide notices, mailings or documents to anyone other than the Voting Representatives as may be designated, from time to time, by members in accordance with this Declaration and the Articles and Bylaws of the Association.

Section 5. General Matters. When reference is made in this Declaration, or in the Articles of Incorporation or Bylaws, or other relevant documents, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots. To the extent lawful, this shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

ARTICLE IV  
COMMON AREAS: CERTAIN EASEMENTS



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Section 1. Ownership.

A. The Common Areas only, if and as platted, are hereby dedicated to the joint and several use, in common, of the Declarant and the Owners of all Lots that may from time to time constitute the Property, in the manner specified in this Declaration, and all of the Declarant's and such Owner's respective lessees, guests and invitees, all as provided and regulated herein or otherwise by the Association. Notwithstanding the foregoing, Declarant and/or the Association shall have the right to prohibit certain classes of Owners from using certain portions of the Common Areas, as may be determined by Declarant and/or the Association, in their sole discretion, to be in the best interest of the Property.

B. When all Improvements proposed by Declarant to be constructed within the Property have been completed and conveyed or leased to purchasers or ground lessees (if applicable), or sooner at Declarant's option (exercisable from time to time as to any portion or all of the Common Areas), the Declarant, or its respective successors and assigns, shall convey and transfer (or cause to be conveyed and transferred), by quit claim deed, the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) to the Association, and the Association shall be obligated to accept such conveyance, holding title for the Owners and Members as stated herein. Declarant, at any time whatsoever, shall have the right, but not the obligation, to relinquish any and all easements, obligations or other rights in part or whole that it may have.

C. The Association shall be responsible for providing for or obtaining the maintenance, insurance and operation of all Common Areas (whether or not conveyed or to be conveyed to the Association, but excluding any maintenance obligations for which any applicable water or drainage district, governmental agency or other governmental or quasi-governmental entity is responsible) in a continuous and satisfactory manner without cost to the general taxpayers of the City or County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned, maintained or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the Lots within the Property. However, notwithstanding the foregoing, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the

payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation, whether or not owned by the Association.

D. Declarant and its designees shall have the right, but not the obligation, from time to time to enter upon the Common Areas including, without limitation, Lots for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Community that Declarant elects to effect, and Declarant shall have the right to use the Common Areas for construction, sales, leasing, displays and signs during the period of sale or lease of any of the land owned by Declarant within the Walkabout Golf and Country Club Community.

Section 2. Members' Easement. Subject to the above-described rights of Declarant and/or the Association to prohibit certain classes of Owners from using certain portions of the Common Areas, each Member of the Association and each tenant, agent, licensee, and invitee of such Member, shall have and there is hereby granted by Declarant a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members of the Association, their tenants, agents and invitees.

All Members' rights of use and enjoyment of the Common Areas are subject to the following:

A. Easements over, under, across, through and upon the Common Areas in favor of the Association and the Master Association, for the purposes of enforcing the covenants, restrictions, rules or regulations of the Association and the Master Association and their members, provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which the Property (or any applicable portion(s) thereof) are now or hereafter made subject;

B. The right and duty of the Association to levy and collect assessments against each Lot and Owner thereof for the purpose of paying the General Expenses in compliance with the provisions of the Declaration and with the restrictions on the plats of portions of the Property from time to time recorded;

C. The right of the Association to suspend the right of an Owner and his designees to use the Common Areas (except for legal access) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations;

D. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas;

E. The right of the Association to adopt at any time and, from time to time, and to enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to prohibit use by and to levy fines against Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

F. The right of the Association, by a unanimous affirmative vote of the Board of Directors, or the Declarant unilaterally (i.e., without the joinder or consent of the Association or any of its Members) to dedicate portions of the Common Areas to a or a public or quasi-public agency, community development district, special taxing district or similar entity under such terms as the Association and/or Declarant deems appropriate and to create or contract with the Association and/or Declarant, community development and special taxing districts for lighting, roads, recreational or other services, security, communications, and other similar purposes deemed appropriate by the Association and/or Declarant (to which such creation or contract all Owners hereby consent);

G. Anything to the contrary in this Declaration notwithstanding, the Declarant shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities that may be constructed thereon under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Association, Owners, their tenants, guests and invitees;



H. The right of the Declarant and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas, and to modify, amend, terminate, supplement and relocate such easements;

I. The continuing right of the Declarant, its designees, contractors, successors and assigns, to conduct such activities within the Property as are necessary in the sole judgment of Declarant to develop the Property and the entire Walkabout Golf and Country Club Community, including, but not limited to, construction of Improvements therein and maintenance of the development and improvement and maintenance of the Property or any part thereof, as well as such activities as are necessary in the sole judgment of Declarant to sell or lease Lots located within the Property. As a material condition for ownership of a Lot within the Property, each Owner, by accepting a deed to a Lot, whether or not so stated therein, hereby releases Declarant and its affiliates, and its and their partners, officers, directors, employees and agents from any alleged claim or cause of action, including but not limited to trespass or interference with his quiet enjoyment of his Lot or the Common Areas, due to the development of the Property, whether or not the construction operations are performed on Lots, or Common Areas, and each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Areas and the Lots within the Property unless otherwise indicated by Declarant;

J. Anything to the contrary in this Declaration notwithstanding, any references herein to any particular Common Areas, or particular types of Common Areas, are by way of illustration and example only, and Declarant shall in no event be required to grant or construct such Common Areas in accordance with such references, and may withdraw or amend such portions of the Common Areas as Declarant may determine.

Section 3. Easements Appurtenant. The easements provided shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance.

A. The Association shall at all times maintain in good repair, operate, manage and obtain insurance for, and shall replace as often as necessary, the Common Areas, any and all Improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all recreational facilities, landscaping, paving, private roads, street lighting fixtures, sidewalks, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's (and its respective predecessors', if any) responsibility and obligations to the City and County, its governmental and quasi-governmental subdivisions and similar entities of any kind, with respect to the Common Areas, including, but not limited to, roads and entry features, and shall indemnify Declarant, its affiliates, and its and their partners, officers, directors, employees and agents, and hold them harmless with respect thereto.

B. Notwithstanding anything contained in this Article to the contrary, the Association shall not have the responsibility of maintaining any District Property or other areas dedicated to the District or a governmental or quasi-governmental agency or subdivision unless and until the Association expressly assumes written responsibility for the maintenance of such areas.

C. In the event of any conflict, ambiguity or uncertainty as to whether certain maintenance or other duties as to any portion of the Property falls within the jurisdiction of the Association or the Master Association, the determination of the Master Association shall control.

D. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas.

E. In the event any maintenance, repair, construction or re-construction of any portion of the Common Areas are necessitated by the negligent or willful acts or omissions of an Owner or his guests, tenants, invitees, or family, such expense shall be borne solely by such Owner and his Lot which shall be subject to an Individual Assessment for such expense. In addition to and not in lieu of such assessment, the Association has the right but not the obligation to enforce any other remedies available to it at law and in equity against any responsible party for such negligent or willful acts or omissions.

Section 5. Declarant's Easements.





A. The Declarant hereby reserves to itself, its successors, assigns, and affiliates, a perpetual non-exclusive easement, privilege and right in and to, over, under, on, and across the Common Areas, and all other portions of the Property, except for Lots owned by persons or entities other than the Declarant, as well as across dedicated roadways, rights-of-way, and pedestrian paths for ingress and egress as required by Declarant's and its, Officers, Directors, employees, agents, independent contractors, licensees and invitees for purposes of constructing, improving, selling or leasing said Property to prospective purchasers, lessees and other invited guests, as well as to post signs and maintain sales and leasing offices; provided, however, that such access and use shall not unnecessarily interfere with the reasonable use and enjoyment of the Common Areas by the Owners. Declarant further reserves unto itself and its successors and assigns, officers, directors, employees, agents and independent contractors, licensees and invitees non-exclusive easements for ingress and egress over, under, on, and across the Common Areas, dedicated roadways, rights-of-way and pedestrian paths within the Property for ingress and egress over said areas.

B. Declarant hereby reserves to itself, its successors and assigns, a perpetual non-exclusive easement over all of the Lots included within the Property for the purpose of permitting the Declarant and its agents, contractors, subcontractors and employees to come upon such land for the purposes of constructing and installing any and all improvements upon any portion of any other contiguous Lot, which improvements shall include, but not be limited to, clearing, grading, drainage, installation of utilities, construction of homes, walls of homes, privacy walls, footings for same, application of stucco, painting, landscaping, irrigation, regardless of whether or not transferred to third parties.

It is the purpose and intent of the Declarant to provide that the Declarant shall have free, uninterrupted and unencumbered access to all Lots for the purposes of ingress and egress and enabling the Declarant and its agents to carry out construction activities on such Lots, even if the construction activity pertains to homes and other improvements on adjacent or other Lots, providing, however, the Declarant shall have the obligation to restore any damage caused to any Lot by Declarant's use of such easement.

The easement and rights granted and reserved by this Section shall continue as long as the Declarant owns any Lot within the Property and upon Declarant's sale of the last of the Lots, the easements and reservations created by this paragraph shall be deemed to be terminated and of no further force or effect.

Section 6. Utility Easements. Public utilities in the Common Areas for the service of the Property shall be installed underground except as otherwise permitted by Declarant. The Declarant and its designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of public utilities. Public utilities as used herein shall not include cable television unless otherwise specifically granted by Declarant pursuant to a separate grant of easement document.

Section 7. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual non-exclusive easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 8. Drainage and Access Easements.

A. Non-exclusive easements for the installation and maintenance of drainage facilities shall exist in favor of the Association and Declarant, as shown, if any, on any recorded plats of the Property or any part thereof. Within these easement areas, no structure, planting or other material, other than sod, shall be placed or permitted to remain (unless installed by the Declarant, its designees, successors or assigns and replacements of same) which may interfere with such installation and maintenance or which may obstruct or retard the flow of storm water. Notwithstanding the foregoing, sod and other plantings shall be permitted if the drainage easement is one which covers a buried pipeline and over which no surface drainage is to be maintained. The Association and Declarant shall have full access to all such drainage easements, for the purpose of operation and of maintenance thereof and shall not be held liable for any damage to or removal of any Owner's sod or other plantings caused by such operation and maintenance activities.

B. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable





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the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

C. Each Lot and the Common Areas shall enjoy and shall be subject to a perpetual, non-exclusive cross easement of drainage and flowage in favor of all adjacent Lots and Common Areas and no Owner may construct or permit any Improvement or other structure or condition to exist upon his Lot which will interfere with storm water runoff onto or from his Lot, except if constructed by the Declarant or its designees or assignees.

Section 9. Walkabout Community Development District.

A. Each owner covenants and agrees that his Lot is located within the Walkabout Community Development District (hereinafter referred to as the "District"), and such Owner further understands and agrees that he shall be responsible to pay such taxes and assessments as may be levied by the District each year. Each Owner understands and agrees that the District's tax rate is subject to change from tax year to tax year, depending upon the District's annual budget and the District's requirements for the construction and maintenance of and improvements to the surface water management system servicing the Property. The purpose of this provision is to disclose to Owner the obligations of Owner to the District.

B.(i) Each Owner hereby acknowledges that the construction and improvement of certain surface water management systems and roadways within the Property is, or may be, the subject of bond financing by the District and further acknowledges that additional bonds for other financing may exist in the future and encumber all or a portion of the road system and surface water management systems servicing the Property.

(ii) Each owner hereby acknowledges that Declarant or its affiliated entities, may, but shall not be obligated, to provide financing for construction or maintenance of roadways servicing the Property. In the event Declarant or its affiliated entities or designees provides such financing and holds a security interest, such as a mortgage, on said roadways, the Association and/or each Owner may become responsible for a share of the payment of such indebtedness. Any financing provided by Declarant or its affiliated entities for construction or maintenance of roadways servicing the Property or Community shall be deemed separate and in addition or alternative to bond or other financing by the District.

(iii) There exists the possibility that any bonds issued by the District relative to the Property or any roadways or surface water management systems could be the subject of purchase or redemption by the Declarant, its affiliated entities or designees. wherein a mortgage or other security would be held by the Declarant, its affiliated entities or designees relative to such purchase or redemption of the District bonds. In such event, each Lot within the Property shall be subject to assessment in the same manner as such Lot, respectively, may be subject to assessment or taxes levied by the District. In the event Declarant, its affiliated entities or designees holds a mortgage or other security on the roadways within the Property or servicing the Property, such security instrument shall provide that each Owner shall continue to have a right of access over the mortgaged property to his/her Lot, as the case may be, and that such right of access shall not be disturbed by the holder of the security interest.

C. The Association, Master Association, and the District, shall have equal and independent rights to enforce any and all of the covenants and restrictions set forth in the Declaration which apply to or are designed to protect the surface water management system servicing the Property. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, and may seek to restrain violation or to recover damages against the Lots, and Owner thereof which violate any of the provisions of this Declaration. Failure by the Association, the Master Association or the District, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure to enforce, create any liability on the part of the Association, Master Association, or the District. In any action or proceeding under this section, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees including attorneys' fees and costs on appeal.

Section 10. Maintenance Easement. The Common Areas of the Property are hereby declared to be subject to a nonexclusive easement in favor of the Declarant, Association, employees and agents of either the Declarant or Association and of any management entity contracted by the Association in order that such employees, agents or

management entity may carry out their lawful and proper duties and may have reasonable access to all portions of the Property dedicated to the Association or to be maintained by the Association as elsewhere provided in this Declaration or any plat recorded relative to the Property or any portion thereof.

Section 11. Association Easements. There is hereby created an easement in favor of the Association, and/or the ARB, as appropriate, and their applicable designees, over each Lot for the purpose of entering onto the Lot to enforce the covenants in this Declaration, including but not limited to the provisions of Article IX hereof regarding the ARB and all standards, rules or regulations promulgated pursuant to this Declaration.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, the Declarant (and each party joining in this Declaration or in any Supplemental Declaration), for each Lot within the Property as to which it is the Owner, hereby, respectively, covenants and agrees, and each Owner of any Lot now or hereafter subjected to this Declaration by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, other conveyance or hereunder, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the General Expenses of the Association which shall include but not be limited to, maintenance, operation, management and insurance of the Common Areas and the Association as provided herein, including, but not limited to the Common Areas, including such reasonable reserves as the Association may deem necessary, and capital improvement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided. In addition, Individual Assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be charges on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time.

Without in anyway limiting the duties or powers of the Association, the Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for carrying out any lawful purpose of the Association as provided in this Declaration, Articles or Bylaws, including but not limited to the improvement, maintenance, enhancement and operation of the Common Areas and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance, constructing improvements, repair, replacement, payment of the cost to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs and deferred maintenance, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or casualty loss, and (c) for such other purposes as specifically determined by the Board of Directors of the Association. Without in anyway limiting the scope of use of Association assessments, assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3. Annual Budget of General Expenses. The Board of the Association shall prepare and adopt an Annual Budget at a meeting of the Board to be held not less than thirty (30) days in advance of the commencement of each fiscal year. The Annual Budget shall project the estimated total expenditures for the services that are to be provided by the Association and other expenses of the Association in the performance of its functions, duties and responsibilities under this Declaration, the Articles and Bylaws of the same



time as it prepares the Annual Budget, prepare a schedule which sets forth the Aggregate Assessment pursuant to the Annual Budget for each Lot contained within the Property. To the extent that the Aggregate Assessment is insufficient to fund the services which the Association is authorized or required to provide, the Association may levy and collect a Special Assessment to cover the cost thereof in accordance with the provisions of this Declaration and the Articles and Bylaws of the Association. Such Special Assessments may also be levied and collected for repairs, services, replacements or betterments necessary to be performed in the event of a casualty, catastrophe, Act of God or other unforeseen expenses of an emergency nature incurred by the Association (hereinafter referred to as "Emergency Assessments"). Such Special Assessments shall be determined and assessed by the Board in accordance with same proportionate shares provided herein for the Annual Assessment.

Section 4. Individual Assessments. The Association, through its Board of Directors, shall have the power and authority, from time to time, to fix, levy and collect individual assessments ("Individual Assessments") against an Owner for the cost of repairs or replacements within the Property for which the Owner is responsible, but which the Owner has failed or refused to perform, and which failure or refusal has endangered or impaired the use or value of other Lots or Common Areas within the Property, as determined by the Board. Individual Assessments shall be collectible in such a manner as the Board of Directors shall determine. The Association may also levy Individual Assessments against any Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners or their tenants, contractors, employees, families or guests. The Association shall have the right to file a lien against the Lot, of any Owner not paying any assessment when due and may foreclose such lien as well as pursue any other remedies available to the Association, including, but not limited to, those available under this Declaration, the Articles and Bylaws, as the same, may be amended from time to time.

Section 5. Assessment Rates and Commencement Dates. The assessments provided for herein shall be at the rates, and shall commence, as provided below:

A. Residential Lots. The total share of assessments attributable to Residential Lots shall be at a uniform rate so that all Residential Lots are assessed equally.

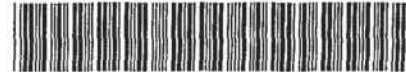
B. Commencement Dates. The commencement of assessments against each Lot, which is now or hereafter becomes subject to assessments as aforesaid shall be the date upon which both of the following events have occurred: (i) a plat of such Lot is recorded in the Public Records of the County, and (ii) such Lot is subjected to the terms and conditions of this Declaration by Declarant or its designee, recording the Declaration in the Public Records of the County. The Aggregate Assessment shall be payable in advance in annual installments, or otherwise as so determined by the Board of Directors of the Association. The assessment amount (in applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is adopted in the future. The Aggregate Assessment for any year shall be levied for the Association's fiscal year, but the amount of any revised assessment to be levied during the period shorter than a full fiscal year shall be in proportion to the number of months (or other appropriate installments remaining in such fiscal year).

With respect to Lots owned by Declarant or its designees, such Lots shall be subject to an assessment rate of one-half (1/2) the Annual Assessment from the effective date of recording of the Declaration to the date of issuance of a Certificate of Occupancy for a dwelling to be located upon said Lot. Upon the date of a Certificate of Occupancy being issued for a dwelling located on a Lot owned by Declarant or Declarant's designee and the closing of a sale of said Lot to a third party purchaser, such Lot and Owner thereof shall be subject to full Annual Assessments attributable thereto. In no event shall an Owner or Member, other than Declarant or Declarant's designee, be entitled to pay less than the full Annual Assessment during the aforementioned pre-Certificate of Occupancy time period.

The due date of any assessment shall be fixed in the Board resolution authorizing such assessment.

C. Common Areas and Certain other Exempt Property. No Common Areas hereunder shall be subject to direct assessment hereunder. Further, the foregoing exemption shall apply to any land owned by a governmental entity or publicly-regulated utility company (including, without limitation, Florida Power and Light Co., Southern Bell, the City, St. Johns River Water Management District and the District) as long as such land is used for or in connection with the provision of utilities (exclusive of business offices, retail outlets and the like). Any land within the Property which has not been platted by the Declarant shall not be subject to assessment under this Declaration. In the event of any ambiguity or doubt as to whether any particular land is subject to assessment, the determination of the Declarant (or if the Declarant is no longer a Member of the Association then the Board of Directors of the Association) shall be final and conclusive.





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Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to the due date of the assessment, or if the assessment is payable in installments, thirty (30) days prior to the due date of the first installment. In the event no such notice of a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The foregoing notice provisions shall not be applicable to Emergency Assessments.

The Association shall, upon request, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through its Board of Directors, may make and levy Special Assessments in any calendar year in such amounts as are necessary to carry out the purposes of the Association as provided in this Declaration, the Articles and Bylaws. Such Special Assessments shall be made and levied by the Board of Directors as such Board deems appropriate. Such Special Assessments shall include, but not be limited to, those amounts necessary to fund services provided by the Association to the extent that the Annual Assessment is insufficient to cover the costs of same and Emergency Assessments for repairs, services, replacements or betterments necessary to be performed in the event of a casualty, catastrophe, Act of God or other unforeseen expenses of an emergency nature incurred by the Association.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided herein and in its Articles of Incorporation and Bylaws.

Section 7. Effect of Non-Payment of Assessment; The Personal Obligation; The Lien; Remedies of the Association.

A. Lien. If any assessment or any installment of an assessment is not paid on the date when due, then such installment shall be delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot or which shall bind such Lot in the hands of the then Owner, and his heirs, personal representatives, successors and assigns. Except as otherwise provided herein, the personal obligation of the then Owner to pay such assessment shall pass to his successors in interest and recourse may be had against either or both.

(i) Failure of a collecting entity to send or deliver bills or notices of assessments shall not relieve Owners from their payment obligations hereunder, including late fees, interest, attorneys' fees and costs.

(ii) All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

B. Late Charge. If any assessment or any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on each unpaid installment).

C. Acceleration. If any assessment or any installment of an assessment is not paid when due, in addition to any other remedy provided in this Article, the Association may declare all remaining installments of the assessment to be accelerated and immediately due and payable in full. In the case of acceleration of all remaining installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a

subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and Special Assessments against such Lot shall be levied by the Association for such purpose.

D. Interest. All sums due shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, eighteen percent (18.0%) per annum).

E. Remedies.

(i) The Association may bring an action at law against the Owner(s) personally obligated to pay the same and/or may record a claim of lien against the property on which the assessments and late charges are unpaid, and may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys fees and costs of preparing and filing the claim of lien and pursuing the Association's remedies shall be added to the amount of such assessments, interest and late charges. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys fees actually incurred in the applicable action together with the costs of the action, and the Association shall be entitled to attorneys fees in connection with any appeal of any such action. The Association may bid at any sale held pursuant to such foreclosure and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. The Board of Directors, by a majority vote, may in its discretion, settle and compromise said lien.

(ii) The Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

F. Suspension of Use of Common Areas. In addition to the rights of collection of assessments stated in this section, any and all persons acquiring the title to or any fee interest in a Lot as to which any assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Areas (except for roads or rights of way for ingress and egress to the Owners' Lot) until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid: provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated in the immediately succeeding Section of this Article.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and to the lien of any first mortgage recorded prior to recordation of a claim of lien by the Association, which first mortgage encumbers any Lot and is in favor of any Institutional Mortgagee or is otherwise insured by FNMA or FHLMC and is now or hereafter placed upon a portion of the Property subject to assessment. Notwithstanding the foregoing, any such mortgagee when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring title by a deed-in-lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such mortgagee, shall hold title subject to the liability and lien of any assessment coming due as of and after acquisition of title by such foreclosure (or conveyance in lieu of foreclosure). The order of priority of liens hereunder shall be: ad valorem tax liens, first mortgage liens held by an Institutional Mortgagee, liens for Master Association assessments and liens for Association assessments. Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in this Article, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. In the event only a portion of the assessments of the Master Association and the Association are collected where collection is attempted by one entity for both, the amount collected shall be applied first to assessments of the Master Association and the balance, if any, shall then be paid to the Association.

Section 9. Effect on Declarant and Declarant Designees. In addition to and notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Declarant owns any Lot within the Property, Declarant shall pay one-half (½) of the Aggregate Assessment from the time said Lot becomes subject to such assessments as set forth in Section 5(D) of this Article, to the time a dwelling is completed thereon, such completion being determined by the date of issuance of a Certificate of Occupancy by the applicable governmental agency having jurisdiction thereof and the closing of a sale to a third party purchaser. It is intended that with respect to Lots owned by the Declarant or any developer declarant designated by the Declarant, until dwellings are completed on Lots owned by said entities, only one-half (½) of the rate of Annual or Aggregate Assessment shall be due from the



Owner of said Lots. In no event shall an Owner or Member, other than Declarant or Declarant's designee, be entitled to pay less than the full Annual Assessment during the aforementioned pre-Certificate of Occupancy period.

When all Lots within the Property are sold and conveyed to purchasers or are otherwise no longer owned by Declarant or when Declarant transfers control of the Board of Directors in accordance with the provisions of this Declaration, whichever occurs first, neither the Declarant, nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, whatsoever. Declarant shall have no obligation to fund reserves, of any kind, for the Association at any time.

Section 10. Working Capital Contribution. Each initial purchaser of a Lot (other than a Declarant designated builder purchasing for construction and resale) shall pay to the Association prior to obtaining approval of a proposed purchase and sale transaction or other transfer of title to a Lot, a one time only working capital contribution, the amount of which shall be determined by the Board in its discretion, from time to time. In the event the purchase and sale transaction or other transfer of title is approved by the Association, the Working Capital Contribution shall be retained by the Association. In the event the purchase and sale transaction or other transfer of title is not approved in accordance with the provisions of this Declaration, the Working Capital Contribution shall be returned to the purchaser. The use and expenditure of Working Capital Contributions retained by the Association shall be determined by the Board of Directors, in its discretion.

Section 11. Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit, money market accounts or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States of America.

Section 12. Annual Statements. As soon as practical after the close of the fiscal year of the Association, the Association shall cause a financial statement to be prepared showing the actual assets and liabilities of the Association at the close of such fiscal year and a statement of revenues, costs and expenses. Such financial statements shall be available for inspection by all Owners. Upon written request, the Association shall furnish to each member of the Association, and any holder, insurer, or guarantor of any Institutional Mortgage encumbering any of the Lots, a copy of said financial statement at the offices of the Association. The Association shall furnish such financial statements to the Declarant upon such statements being made available after the end of each fiscal year.

Section 13. Drainage Taxes. Each Owner hereby acknowledges and agrees that he may be assessed taxes levied by the District for the payment of bonds to finance and maintain certain roadway systems, drainage systems and other surface water management systems and related facilities throughout and servicing the Property. Each Owner further acknowledges and agrees that the District may issue additional bonds or other financing in the future for further roadway improvements on and servicing the Property, as well as landscaping, irrigation, fences, buffering and other work indicated outside of the boundaries of the Property. Taxes assessed by the District against Owners shall be paid directly to the Brevard County Tax Collector and shall be separate and distinct from any assessments paid to the Association. The due dates for such taxes shall be established by the District according to its fiscal year. Additionally, each Owner acknowledges and agrees that in the event alternative or additional financing is placed upon roadway systems, drainage systems or surface water management systems by the Declarant, its affiliated entities or designees, such indebtedness shall be assessed against the Owners in the same manner as taxes having been levied by the District.

Section 14. Other Fiscal Provisions.

A. Funds. The funds of the Association shall be deposited in a bank or banks in the State of Florida, in one or more accounts for the Association under resolutions approved by the Board and shall be withdrawn only over the signature of the Treasurer or such persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts.

B. Fidelity Bonds. Fidelity Bonds may be required by the Board of Directors from Officers and employees of the Association and from any contractor handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association as part of General Expenses of the Association.



C. Other Fiscal Procedures. The Board of Directors shall establish such audits, reviews or other fiscal procedures as determined by the Board necessary and may amend said procedur



ARTICLE VI  
MAINTENANCE OF LOTS

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The following maintenance provisions concerning Units within the Property are intended to describe those maintenance obligations of Owners as to their respective Lots. In addition to the maintenance obligations and responsibilities described in this Article and in other provisions of this Declaration, the Articles and Bylaws, such maintenance responsibilities as may be imposed by the Master Association shall be in addition to and not in lieu of the maintenance responsibilities of Owners described herein.

Section 1. Exteriors of Units and Buildings. Each Owner shall maintain or cause to be maintained all structures located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Property as determined by the Board which may delegate that task to the ARB. The minimum (though not sole) standard for the foregoing shall be consistency and compatibility with the general appearance of the developed portions of the Walkabout Golf and Country Club Community including landscaping. Each Owner shall repaint, restain, or refinish, as appropriate, the exterior portions of his dwelling (with the same colors and materials as initially used or such other colors as are approved by Declarant and/or the "ARB") as often as is necessary to comply with the foregoing standards.

Section 2. Lots. Each Owner shall maintain the trees, shrubbery, grass and other landscaping, landscape irrigation, and all parking, pedestrian, recreational and other open areas, on his Lot in a neat, functioning orderly and attractive manner and consistent with the general appearance of the developed portions of the Property. Each Owner of a Residential Lot shall maintain the lawns and yard landscaping to the edge of the curb along the side and/or front of the Lot whether or not the Lot extends to the edge of the curb, and each such Owner shall maintain the lawn and yard landscaping in the back of the Lot to the edge of any adjoining Residential Lot, any golf course, or water line of any water body, as such line may change from time to time by virtue of changes in water levels. whether or not such Owner's Lot extends to the edge of such golf course, water body or other Lot. For example, if a water body is located behind a Residential Lot with a 20 foot maintenance easement running between the Lot and the water body, the Residential Lot Owner shall maintain the landscaping across said maintenance easement. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

The Board of Directors of the Association shall have the power, but not the obligation, to adopt minimum maintenance standards in connection with each Lot and Improvements located thereon. Such standards shall be in addition to those obligations of Owners as stated in this Article VI and may be changed from time to time by the Board of Directors of the Association, in its sole discretion. Any minimum maintenance standards established pursuant to this Article VI need not be recorded.

The land up to the centerline of any unimproved road right of way which a Lot abuts shall be maintained by the Owner of such abutting Lot in the same manner and at the same time as the Lot is maintained, unless the Association or Master Association undertakes such maintenance responsibilities.

Section 3. Remedies for Noncompliance. In the event of the failure of an Owner to maintain or cause to be maintained, his Lot in accordance with this Article, the Association or Master Association (whichever at the time has the power or duty to enforce this Article) shall have the right, but not the obligation, upon five (5) days, prior written notice to the Owner at the address for such Owner last appearing in the records of the Association, to enter upon the Owner's Lot or Unit and perform such work as is necessary to bring the Lot into compliance with the standards set forth in this Article and as may be determined by the Board of Directors from time to time. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs; the repainting or restaining of exterior surfaces of a Unit or other structures on a Lot; the repair of walls, fences, roofs, doors, windows, swimming pools, and other portions of a Unit or other structures on a Lot, covering or servicing swimming pools and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration, or other applicable Covenants or Deed





Restrictions (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions, the filing of liens for this work plus attorneys' fees and costs).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Association performs any remedial work on a Unit, Building or Lot pursuant to this Declaration or any Supplemental Declaration or Amendment, the costs and expenses thereof shall be deemed an Individual Assessment under this Declaration and may be immediately imposed by the Board of Directors of the Association or its designee. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than fifty percent (50.0%) of the cost of the applicable remedial work (or the maximum amount permitted by applicable law, whichever is less), such surcharge to be a part of the aforesaid individual Assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion without requirement of any bonds whether fidelity, labor, materials, payment or performance. Every Owner agrees for himself and family members that they will hold harmless the Association, its Officers, Directors, agents and employees from any action undertaken pursuant to this Section.

Section 5. Right of Entry. There is hereby created an easement in favor of the Association and their applicable designees, over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

#### ARTICLE VII CERTAIN RESTRICTIONS, RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article shall be applicable to the Property (or that portion thereof as may hereinafter be specified) and the use thereof but shall not be applicable to the Declarant or any of its designees, or any Lot owned by Declarant or its designees.

If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement shall be entitled to rely thereon and such statement shall be binding on Declarant, the Association, and all other relevant persons and entities.

Section 2. Land Use and Building Type. No Residential Lot shall be used except for residential purposes. No building constructed on a Residential Lot shall be used except for residential purposes, except for such ancillary or other commercial uses as applicable zoning codes and other laws and ordinances may permit to be made of portions of otherwise residential buildings. However, without limiting the generality of this Section, temporary uses by Declarant and its designees for model homes, sales displays, parking lots, sales offices and other offices, or any one or any combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected or approved by the Declarant (except if such changes are made by the Declarant) without the written consent of Declarant, the ARB or its Sub-Association counterpart, as appropriate and as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering all or portions of the Property and as provided herein. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association and Master Association, Declarant, and its successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, unless the ARB approves otherwise in writing, of water lines, sanitary sewers, storm drains, and electric, telephone, cables and conduits, under and through the utility easements as shown on the plats or as may be created by separate written document recorded among the Public Records of Brevard County, Florida.

Section 4. Nuisances. No immoral, noxious, offensive or unlawful activity shall be carried on within the Walkabout Golf and Country Club Community nor shall anything be done therein or thereon which may be or become

an annoyance to the Walkabout Golf and Country Club Community or other Owners. No nuisance shall be permitted within the Property nor shall any use or practice be permitted which is or becomes a source of annoyance to the Members or which interferes with the peaceful use and possession thereof by the Members. Additionally, nothing shall be done or maintained on any Lot, upon any Common Areas which will increase the rate of insurance on any Unit, the Common Areas or other portions of the Property, or result in the cancellation thereof. Nothing shall be done or maintained in any Lot or Unit, upon Common Areas, or upon the common areas or common elements of any Sub-Association which will be in violation of any law, ordinance, statute, regulation, or rule of any governmental authority having jurisdiction over the Property or portion thereof or in violation of any provision of this Declaration, the Articles or Bylaws as they may be amended from time to time or in violation of any rules and regulations which may be promulgated by the Board of Directors of the Association from time to time, as elsewhere provided herein. No waste shall be committed upon any Lot, the Common Areas or any other portion of the Property.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant or any designee of Declarant so long as Declarant or its designee owns one Lot. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any dwelling or on or about any ancillary building, however, underground propane tanks shall be permitted with prior written approval of the ARB. The foregoing restrictions on gas tanks, gas containers and gas cylinders shall not apply to service stations or similar facilities or any other lawful commercial uses, however, such uses are subject to approval of Declarant and the Association.

Section 6. Signs and Flags. Except as otherwise provided by Florida law, no sign or flag of any kind shall be displayed to the public view on or from any Residential Lot, except signs on models displayed by Declarant or its designees. Without limiting the generality of any other Article hereof, in the event that similar requirements of the Master Association or the City are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control. No sign for the resale, lease or other transfer of a Lot or Unit shall be permitted within the Property nor shall any sign be displayed on, upon, or within any motor vehicle.

The foregoing restrictions on signs shall not apply to any sign erected by Declarant or its designees. In addition, any subsequent modification, replacement or removal of such sign by Declarant or its designees shall not be subject to any approval by the Association, the ARB, or any Owner. To the extent signs are originally permitted by Declarant or the ARB to be erected on the Property, such permission is subject to subsequent modification to permit additional or different signage.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the Property, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to this Declaration.

Section 8. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than four (4) household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes (except as to permitted pet shops, or kennels being operated as Commercial Lots) and provided that they do not become a nuisance or unreasonable annoyance to any neighbor by reason of barking, noise, or otherwise. All animals must be kept on a leash when they are outside the Owner's Lot and must not be allowed to run loose. No dogs or other pets shall be permitted to have excretions on any Common Areas, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations as may be promulgated and amended by the Board of Directors of the Association from time to time. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of unreasonable annoyance to neighbors or other residents in the Property. The Board shall have the right to impose fines and to require the removal of any pet from the Owner's Lot if that pet causes an unreasonable source of annoyance to any Owner or resident within the Property, or if this provision or any rules and regulations promulgated pursuant hereto are violated with respect to the pet.

Section 9. Visibility at Intersections. No Owner, its guests, lessees or other persons shall erect or maintain any obstructions to visibility at street intersections or Common Area intersections.





Section 10. Boats, Trailers, Campers, and Commercial Trucks. Except as set forth herein, restrictions, if any, on boats, trailers, campers and commercial trucks (particularly as to the parking or storage thereof) shall be imposed and enforced by the applicable Sub-Associations or by separate rules and regulations promulgated by the Board.

No vans, except passenger vans having installed side windows and having full permanent seating capacity for at least five (5) passengers, excluding the driver, shall be placed or parked upon any Owner's Lot or otherwise on the Property except in an enclosed garage. Passenger vans as defined herein, may only be kept, stored or parked within an enclosed garage. No trailers or habitable motor vehicles of any nature, trucks, "pick-ups" or other vehicles having printing or advertising on exterior surfaces or visible from the exterior shall be kept, stored, or parked on any part of the Property. Service vehicles not owned or operated by Owners, their families, lessees or guests that are intended to provide service to Lots, Units or Improvements, may be temporarily parked on the Property during daylight hours. No boats, on or off trailers, may be parked on any part of the Property except in an enclosed garage, nor shall any maintenance or repairs be performed upon any boat or motor vehicle. No vehicles, including service vehicles, shall be permitted to park on streets overnight or between the hours of 12:01 a.m. and 7:00 a.m.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed away by or at the request of the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle or, if such vehicle is causing an obstruction or safety hazard on the Common Areas, in such lesser time period as the Association, in its sole discretion, determines. The Association shall not be liable to the vehicle's owner or any Owner for trespass, conversion, property damage, or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean vans, campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

In addition to the foregoing, the Association may require that vehicles of all or certain types of Owners bear appropriate decals and may charge a reasonable fee for such decals.

Section 11. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to provide solid waste removal services) for disposal or collection of waste shall be complied with by Owners and their guests or invitees. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All solid waste shall be placed in containers which shall comply with the standards adopted by the Association (or the ARB) for such containers. The ARB in its sole discretion may designate a standard style and type for containers. Garbage and trash to be removed must be placed at curbside or other designated location no earlier than 5:00 p.m. the evening before collection and such containers must be removed from the designated pickup location as soon after the pickup as is practicable, but in no event by later than 6:00 p.m. on the day of collection.

Section 12. No Drying. No portion of the Property other than inside a Unit and not visible from the exterior shall be used as a drying or hanging area for laundry of any kind.

Section 13. Lakefront Property and Taxes. As to all portions of the Property which have a boundary contiguous to any lake, drainage area, pond, marsh or other body of water, the following additional restrictions and requirements shall be applicable:

A. No boathouse, dock, wharf, raft, boat ramp, boat lift or other structure of any kind shall be erected, placed, altered or maintained on or adjacent to the shores of the lake, drainage area, pond or other body of water unless erected by the Declarant, or its designees subject to any and all governmental approvals and permits that may be required;

B. No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. Notwithstanding the foregoing and subject to restrictions and requirements of the District or any other governmental agency with jurisdiction, Owners, their guests and invitees may operate sailboats, sailboards, canoes or similar watercraft that do not require motor power, provided that such watercraft are approved by the ARB and are operated

in such a manner as not to cause a danger or nuisance to any other person. Any such watercraft must be stored out of public view and are operated at the sole risk of the user thereof. The requirements, if any, of the District shall also apply to this Section 13.

C. No solid or liquid waste, litter or other materials or debris of any kind may be discharged into/onto or thrown into/onto any lake, drainage area, pond, marsh or other body of water or the banks thereof; and

In order to provide for uniform water and waterbody vegetation control, neither the Association nor Owner(s) shall undertake the performance of same without the Master Association's prior written approval.

Section 14. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the ARB or its equivalent for energy conservation purposes.

Section 15. Exterior Antennas, etc. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or improvement thereon, unless totally enclosed within a home or screened from view in a manner acceptable to the ARB. Antennae, satellite dishes and similar equipment may be installed on Commercial Buildings if approved by the ARB (subject to such conditions and requirements as it may impose).

Section 16. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the standards adopted from time to time by the ARB. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property.

Section 17. Trees, Shrub, and Artificial Vegetation. No tree or shrub may be cut down, destroyed or removed from a Lot, or common area without the prior, express written consent of the ARB. No artificial grass, plants or other artificial vegetation, or statues, sculpture, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Lot or Unit without the aforesaid ARB consent. In the event any tree, shrub or any other vegetation is destroyed by winds, fire, frost, freeze or other natural or artificial action, the Owner of the Lot upon which such tree, shrub or vegetation is located shall be responsible to replace the same with trees, shrubs or vegetation of similar type and kind, subject to the prior consent of the ARB.

Section 18. Irrigation. Irrigation from lakes and other water bodies within the Property or by wells shall be permitted only upon the written approval of the ARB and any governmental agency having jurisdiction thereof. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot unless approved in writing by the ARB, all such approvals shall be in the sole discretion of said ARB and otherwise in accordance with Article IX of this Declaration.

Section 19. Exterior Lighting and Skylights. All exterior lighting and skylights shall be subject to prior approval by the ARB.

Section 20. Fences and Walls. The composition, location, color, design, structure and height of any fence or wall to be constructed on any Lot are subject to the written approval of the ARB. The ARB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any.

Section 21. Mailboxes. No mailbox, newspaper box or rack or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style, size, color, installation and location. The ARB, in its sole discretion, may designate a standard style and type of mailbox.

Section 22. Utility Connections. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, sewer, gas, electricity, telephone, cable and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies.



Section 23. Construction Scheduling. No outdoor construction or development activity of any kind will be permitted within the Property on Sundays or legal holidays without the express prior written consent of the Association or the ARB. The ARB may, in its sole discretion establish hours within which construction may be performed.

Section 24. Off-Street Motor Vehicles. No motorized or battery powered vehicles may be operated off of paved roadways and drives except as specifically approved in writing by the Association. All Terrain Vehicles ("ATV's") are prohibited from being kept, used or driven on any position of the Property. Off-Street Motor Vehicles operated by the Association or its contractors, subcontractors or designees, are exempted from this Section. All motorized vehicles operated on the Property, whether on or off paved roadways and drives, must be operated by a driver with a current valid driver's license and such driver must have comprehensive liability insurance covering such vehicle in an amount to be determined from time to time by the Association. The Association may request the owner of the vehicle to provide proof of such liability insurance in a form reasonably satisfactory to the Association.

Section 25. Storage and Meter Areas. All storage areas of any kind upon any Lot, and all meters and similar areas located upon any such Residential Lot, shall be completely screened from view from the exterior of the Lot by a wall, fence or mature landscaping material in a manner acceptable to the ARB.

Section 26. Rental and Leasing. The Board of Directors of the Association shall have the right, but not the obligation, to adopt rules and regulations governing the rental or leasing of Residential Lots within the Property including, without limitation, establishing minimum lengths for the terms of rentals or leases and limits upon the frequency of rentals or leases. The rules and regulations governing rental or leases may vary between specific residential areas or neighborhoods of the Property and/or on the basis of building types (single family, condominium, etc.) as the Board of Directors of the Association, in its discretion, deems appropriate. Such rules and regulations need not be approved by the Members of the Association nor recorded.

Section 27. Bicycle Storage. Bicycles and similar devices shall be stored only within dwellings. In the event bicycles or similar devices are left on the Common Areas, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. Such an administrative fee shall be an Individual Assessment enforceable pursuant to the procedures set forth in Article V of this Declaration. The Declarant and the Association shall have the right but not the obligation, to impound and store bicycles or similar devices and, after sixty (60) days of storage, dispose of same. Declarant, the Association, their respective employees, officers, directors and designees shall have no liability for damage to or loss of bicycles while impounded or in the event of disposal of bicycles or similar devices.

Section 28. Auction Prohibition. No Lot, Improvements thereon or any interest therein shall be sold, marketed or conveyed by auction, nor shall auctions of real or personal property or interests in real or personal property be conducted within the Property. Garage sales or other similar sales are prohibited from being conducted on any Lot, Unit, Common Areas or District Property.

Section 29. Garages. Garages shall only be used for the storage of automobiles, golf carts, and other uses authorized herein and shall not be permanently enclosed or converted to other uses. All garages shall be equipped with fully operational automatic garage door openers activated by a remote control garage door opener and all garage doors must be closed, except when vehicles are entering or exiting from the garage. Each Owner shall be responsible for maintaining his own garage door opener in good working order at all times at the Owner's sole cost and expense.

Section 30. Noise. No Owner shall knowingly or willfully make, create or allow to be made or created by his guests, lessees or invitees, any unnecessary, excessive or offensive noise or disturbance which destroys or interferes with the peace, quiet and/or comfort of the Owners or other residents of the Property.

Section 31. Hazardous Waste. No flammable, toxic or hazardous substance of any type may be stored or kept on any Lot or Unit or discharged therefrom by an Owner or any other resident of the Property in violation of any law, rule or regulation. Each Owner hereby indemnifies and holds harmless the Declarant, its partners, officers, directors and employees, and the Association, its Officers, Directors, employees and agents from and against any and all claims, damages or losses of any kind that may be imposed upon or asserted against them arising out of or from any hazardous substance kept, stored or used upon any Lot. This indemnification shall survive the termination of the Declaration of the Owner of his Lot.



Section 32. Hunting. Hunting by firearm, bow and arrow, or in any other manner shall be and is expressly prohibited on or within the Property or any portion thereof.

Section 33. Additional Use Restrictions. The Board of Directors of the Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s), as the Board, in its sole discretion deems appropriate. A waiver or lack of enforcement of one or more restrictions shall not be construed as a waiver of all similar restrictions in future situations. The Association shall have full enforcement rights notwithstanding any prior waiver. Any additional restrictions need not be recorded among the Public Records of Brevard County, Florida.

ARTICLE VIII  
COMPLIANCE AND ENFORCEMENT

Section 1. Compliance by Owners. Every Owner, and his/its tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Board of Directors of the Association as contemplated herein as well as the covenants, conditions and restrictions of this Declaration, as they may be amended from time to time.

Section 2. Enforcement. Failure to comply with this Declaration and/or any of such rules or regulations shall be grounds for immediate action by the Association which may include, without limitation, an action to recover sums due for damage, injunctive relief or any combination thereof. The Association shall also have the right to suspend rights to use the Common Areas as specified herein.

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or any of the other parties described herein above, to comply with their obligations under this Declaration or with any rule or regulation of the Association, provided the following procedures are adhered to:

A. Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the owner shall present reasons why fines should not be imposed. At least ten (10) days written notice of such meeting shall be given;

B. Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine should not be imposed. A written decision of the Board of Directors shall be mailed to the Owner by not later than ten (10) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is questioned by the Owner prior to the date of the hearing, the Board shall appoint three (3) impartial Members to a special hearing panel which shall perform the functions described in this paragraph;

C. Amounts of Fines: The Board of Directors, shall from time to time prescribe the amounts of fines in their reasonable discretion and shall establish a schedule of fines for first noncompliance or violation; second non-compliance or violation; and third and subsequent non-compliances or violations which schedule shall be part of the Rules and Regulations of the Association as the same may be amended by the Board of Directors from time to time;

D. Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties;

E. Collection of Fines: As to Owners, fines shall be treated as a personal obligation of the respective Owner subject to collection together with attorneys' fees and costs of collection.

F. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors;



G. Non-exclusive Remedy: Fines as provided herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

Section 4. Enforcement by Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration, which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

ARTICLE IX  
ARCHITECTURAL REVIEW; GENERAL POWERS

The following provisions of this Article are subject to those of the immediately succeeding Article hereof.

Section 1. Members of ARB. The Architectural Review Board of the Association, which is sometimes referred to in this Declaration as the "ARB", shall initially consist of three (3) members. The initial members of the ARB shall consist of three (3) persons designated by Declarant. The size of the ARB may be changed at any time to a maximum of five (5) members and a minimum of three (3) members in the discretion of the Board of Directors. Each of the initial members designated by Declarant shall hold office until all Lots and Improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option of Declarant, Declarant shall have the right to remove and replace the respective ARB Members appointed by it at any time and from time to time. After all Lots and Improvements planned for the Property have been so constructed and conveyed (if appropriate), each new member of the ARB shall be appointed by the Board of Directors of the Association and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ARB may be removed at any time without cause, subject to the rights of the Declarant as aforesaid. The Declarant shall have the right, in its sole discretion, to appoint or hire professional consultants to the ARB. Such consultants may include, but not be limited to, architects, engineers, landscape engineers and other design professionals.

The members of the ARB may, at the discretion of the Board of Directors, be compensated for their services in which event such compensation shall be a General Expense of the Association. The ARB may, with the approval of the Board of Directors of the Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to the compensation of the ARB members and other expenses of the ARB (including, without limitation, overhead, development review, enforcement and other Association expenses reasonably allocable to the ARB).

In addition to the power and duties set forth herein below, the ARB shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Property by Declarant (by way of specific deed restrictions or contract) as Declarant shall, in its sole discretion, if at all, elect to have it enforce (subject at all times to Declarant's right to modify or revoke such right and duty). Such election may be made by Declarant in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of Declarant's rights to enforce same. Further, Declarant may provide for specific criteria and procedures to be used by the ARB in such regard (subject to later modification). Absent such provision the ARB shall proceed in the manner set forth in this Article.

Section 2. Construction Compliance Deposit. The Owner or Builder of any house, Unit, addition, pool or other Improvements to a Lot will be required to deliver to the Association a deposit in an amount established by the Board from time to time. Such deposit shall be delivered prior to or along with any plans and specifications submitted to the ARB for approval. The deposit shall be held by the Association to ensure compliance by the Owner and/or Builder with all provisions of this Declaration, standards of the ARB and all rules and regulations promulgated by the Association or ARB pursuant to this Declaration.

The Association shall cause the deposit to be placed in a separate escrow account, and interest earned thereon, if any, shall accrue to the benefit of the Association.

The Association shall give the Owner and/or Builder written notice of any failure to comply with the provisions, standards, rules, or regulations described above. If the Owner is



within five (5) days of the date of the notice, the Association may, but is not obligated to take corrective measures as it deems appropriate in its sole discretion. The cost of any such corrective measures shall be deducted from the deposit. The Owner and/or Builder shall promptly pay to the Association any amount so paid out, so that the full deposit is held by the Association at all times. In the event the deposit is insufficient to cover the cost of such corrective action, the Owner and/or Builder shall pay to the Association any balance to cover the full cost of the corrective action. Upon completion of the construction, the Owner and/or Builder may apply to the Association for a refund of the deposit. The Association may establish policies regarding such deposits providing for retention of a percentage to defray administrative costs.

Section 3. Review of Proposed Construction. Subject to other applicable sections below, no building, fence, wall or other structure or improvement (including, but not limited to, landscaping or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained on the Property nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any dwelling be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other Improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ARB.

The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Walkabout Golf and Country Club Community as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable.

The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, landscape and landscape irrigation plans and specifications, and descriptions or samples of exterior materials and colors. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plans submitted for approval. Upon such receipt, the ARB shall have thirty (30) days in which to accept or reject any proposed plans or request modifications to such plans and, if the ARB does not reject or request modifications to same within such period, said plans shall be deemed approved as submitted.

All changes and alterations of Owners' buildings and landscaping and other Improvements whether structural, color, style or otherwise, shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. ARB written approval of any changes and alterations must be obtained prior to application to any governmental authority.

All construction on the Property, with the exception of construction by Declarant, shall be subject to such rules, regulations, design and construction standards, and setback and building requirements as may be promulgated by the Board and/or ARB from time to time.

Section 4. Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate an ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances as herein below provided. In the absence of such designation, the vote of a majority of members of the ARB shall constitute an act of the ARB.

Section 5. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 6. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:





A. Upon the completion of any work for which approved plans are required under this Article, the applicant for such approval (the "Applicant") shall give written notice of completion to the ARB;

B. Within fifteen (15) days thereafter, the ARB or its duly authorized representative may inspect such improvement. If the ARB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such fifteen (15) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same;

C. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such non-compliance, the ARB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may leave the improvement in its existing condition, remove the noncomplying improvement or remedy the noncompliance, or pursue any other remedies available to it under this Declaration and at law and in equity and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Association. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy an Individual Assessment against such Applicant and his Lot for reimbursement.

D. If for any reason the ARB fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans, unless such failure to notify is due to excusable neglect, or would create a hardship on other owners as determined by the ARB; and

E. In addition to, and not in lieu of, any other remedies provided to the ARB in this Article, the ARB shall have the right to seek injunctive and other relief for the temporary and permanent suspension of activities in violation of the requirements of this Article. After proper notice to the party in violation and opportunity to cure, the ARB may, in its sole discretion file such lawsuits and other judicial and administrative proceedings seeking to enforce the remedies granted in this subsection and elsewhere stated in this Declaration.

Section 7. Non-Liability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Walkabout Golf and Country Club Community. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and/or some of the procedures set forth herein and, without limiting the generality of other applicable provisions hereof, may alter the procedures set forth herein as to any such applicant.

Section 8. Exceptions from ARB Control. Notwithstanding the foregoing Sections of this Article, the ARB shall have no jurisdiction over, and the requirements contained in this Article shall not apply to, the Declarant or any parties as may be designated by Declarant.

Section 9. Declarant Approvals. Notwithstanding the foregoing provisions or anything else to the contrary mentioned in this Declaration, any approval by the Declarant concerning proposed construction, development, structures, improvements, modifications or alterations, shall be deemed to satisfy the requirements of this Article IX and shall be given the full weight and authority of an approval of the Architectural Review Board pursuant to this Article IX.

ARTICLE X  
MASTER ASSOCIATION



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This Declaration and the administration of the Property is subject to the terms and conditions of the Master Declaration as same may be amended from time to time, particularly Article X which describes the relationship between the Master Association, the Declarant and this Association.



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ARTICLE XI  
DECLARANT CONTROL OF ASSOCIATION

Section 1. Declarant Control. Notwithstanding anything contained elsewhere in this Declaration to the contrary, Declarant shall have the right to retain control of appointment of all members of the Board of Directors of the Association until the earlier of December 31, 2021 or when neither Declarant nor any of its designees owns any Lot, or until such earlier date as is determined by the Declarant, in the Declarant's sole discretion. At such time of turnover of control of the Association, the Association shall record a notice of transfer of control in the Public Records of the County. For so long as Declarant retains control of the Association, Declarant shall have, in addition to such other rights it may have under this Declaration, the Articles, Bylaws and as otherwise provided by law, the following rights with respect to the Association;

- A. The right to appoint all members of the Board Directors of the Association and fill all vacancies on the Board;
- B. The right to appoint all members of the Architectural Review Board and to fill all vacancies on such ARB;
- C. The right to approve the appointment of all Officers of the Association.

Section 2. Transfer of Control. Commencing with the first Annual Meeting following turnover of control of the Association by the Declarant, members of the Board of Directors of the Association shall be elected in the manner set forth in Article IV, Section 2 of the Bylaws.

Section 3. Declarant Responsibility After Transfer of Control. All Owners, their assigns, guests, tenants and invitees do hereby acknowledge and agree that upon Declarant's transfer of control of the Association in accordance with this Article, Declarant shall no longer have any responsibility, obligation, or liability of any kind whatsoever with respect to the Property, the Association or the maintenance and administration thereof, or any other matter relating directly or indirectly thereto, it being intended that upon transfer of control in accordance with this Article, Declarant shall be relieved of all obligations, responsibilities and liabilities, including, but not limited to those existing under this Declaration, the Articles and Bylaws, as they may be amended from time to time. Notwithstanding the foregoing and anything else contained in this Declaration, after transfer of control, Declarant shall continue to retain those rights, reservations and easements existing in favor of Declarant as described in this Declaration, the Articles and Bylaws and in any other document or instrument granting, reserving or describing such Declarant rights, reservations and interests, unless and until Declarant no longer owns any Lots within the Property or has expressly terminated such rights, reservations or easements by written instrument executed by Declarant.

Section 4. Board Actions. Each Owner hereby acknowledges and agrees that any action taken by the Board of Directors of the Association is an action by said Board and not of the Declarant, its employees, Officers, Directors, affiliates designees or assigns, and that the Declarant shall not be responsible for any actions taken by the Board of Directors of the Association, including, but not limited to, those actions of the Board, both prior and subsequent to transfer of control pursuant to this Article.

ARTICLE XII  
TRANSFERS OF LOTS

Section 1. Transfers Subject to Approval. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, no Owner, other than Declarant, to whom this Article does not apply, may transfer title or beneficial ownership of his Lot, or any interest therein, by sale, lease or any other means whatsoever, without the prior written approval of the Association as provided hereinafter.

Section 2. Notice to the Association. Any Owner intending to make a bona fide sale, transfer or lease of his Lot, or any interest therein, (except a mortgage) shall give the Association notice of such intention by filing with the Association a written Resale Notice or Notice of Lease, as applicable, on the form prescribed by the Association. Such Notice shall include the name and address of the intended Purchaser or Lessee, the proposed purchase price or rent, the terms of the transaction, and such other information concerning the intended Purchaser or Lessee as the Association may reasonably require, together with an executed copy of the proposed Contract, Lease or other transfer instrument.

A reasonable administrative fee, as determined by the Association, may be charged by the Association to the Owner, for the purpose of defraying the cost associated with processing of the application for approval, reflecting the proposed transfer in the books and records of the Association and other matters associated with any Board approved transfer.

If the required Notice to the Association shall not be given, then at any time after receiving the knowledge of the transfer of ownership or possession of the Lot the Association may, without notice, approve or disapprove of the transaction.

Section 3. Certificate of Approval. In the case of a sale, if the proposed transfer is approved by the Association, such approval shall be evidenced by a Certificate of Approval, executed by the President, Vice President, Secretary or Executive Director of the Association, which Certificate shall be recorded in the Public Records of the county, at the expense of the Seller of the Lot.

Section 4. Exceptions. The foregoing provisions pertaining to the transfer of Property shall not apply to the following:

A. A transfer to, or purchase by an Institutional Mortgagee, which acquires title as a result of owning a mortgage upon a Lot, and this shall be so whether title is acquired by Deed or other conveyance from the Mortgagor, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

B. A transfer from a Trustee to a Successor Trustee.

C. A transfer by devise or inheritance.

D. A transfer by operation of law.

E. The sale, lease or sub-lease of any Lot or other property to the Declarant, or the sale, lease, sub-lease or other transfer of any Lot, unit or other property by the Declarant.



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Section 5. Payment By the Association. All funds expended by the Association for the repurchase or lease of a Lot or Unit pursuant to this Article, shall be paid from funds collected by the Association from assessments against the Owners. All proceeds from the purchased property shall be returned to the general reserves of the Association.

Section 6. Unauthorized Transactions. Any sale, lease, ownership or other transfer not authorized pursuant to the terms of this Article, shall be void unless subsequently approved by the Association.

### ARTICLE XIII CONSERVATION EASEMENTS

Section 1. Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes Declarant has granted to the St. Johns River Water Management District (the "WMDistrict") a conservation easement in perpetuity over the property described in the Conservation Easement recorded on January 28,, 2005 in Official Records Book 5414, Page 6542, Public Records of Brevard County, Florida. The Conservation Easement is attached hereto as Exhibit D and is incorporated herein. Declarant granted the Conservation Easement as a condition of permit number 4-009-16591-12 issued by the WMDistrict, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

1.1 Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

1.2 Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The terms of the Conservation Easement expressly prohibits activities and uses as stated therein.

1.3 Responsibilities. The Association, its successors and assigns, shall be responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Association, its successors and assigns, shall be responsible for the periodic removal of trash and other debris that may accumulate in the Conservation Easement Areas.

1.4 Rights of WMDistrict. To accomplish the purposes stated in the Conservation Easement, the Declarant has granted the following rights to the WMDistrict:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Association or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the prohibited activities set forth therein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

1.5 Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the WMDistrict.



ARTICLE XIV  
INSURANCE AND CONDEMNATION

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Section 1. Insurance Coverages. The Association shall purchase and maintain a policy of comprehensive general public liability insurance naming the Association and Declarant as insureds. Coverage shall be in an amount to be determined from time to time by the Board of Directors, in its sole discretion. Coverage shall include liability of the Association and Declarant for bodily injury, death and property damage. Any such policy will provide that it cannot be canceled or substantially modified without at least thirty (30) days prior written notice to the Association and Declarant. Each Owner is responsible for purchasing and maintaining a policy of comprehensive general public liability insurance providing coverage for its Lot.

Section 2. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Declarant and the officers, directors, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received as compensation for such loss.

Section 3. Other Insurance Coverages. The Association shall maintain such other insurance coverages, including, but not limited to, a policy of insurance or fidelity bond naming the Association as the insured or as obligee to protect the Association against the wrongful acts or omissions of any officer, director, trustee, agent or employee of the Association and all of the persons who handle or are responsible for the handling of funds of, or funds administered by the Association in such amounts and upon such terms as the Board of Directors deems necessary. The Association may also obtain Workmens Compensation Insurance and other liability insurance as it deems desirable insuring each Owner and the Association and Board from liability in connection with the Common Areas. The premiums for all insurance coverages obtained by the Association shall be and are hereby declared General Expenses and included in the Annual Assessments and Special Assessments made against Owners.

Section 4. Director and Officers Liability Coverage. The Association through its Board of Directors shall use reasonable efforts to obtain Directors and Officers liability insurance in such amounts of coverage as the Board of Directors determines, in its sole discretion, insuring each Director and Officer of the Association from any acts or omissions, which may occur in the performance of his duties as a Director or Officer of the Association. The cost of such Directors and Officers liability insurance shall be a General Expense of the Association.



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Section 5. Declarant Named As Insured. Whenever the Association is required to purchase and maintain a policy of insurance or bond which shall, according to the terms of this Article XV, name Declarant as an insured, such obligation to name the Declarant as an insured shall cease upon Declarant's conveyance of title to the last Lot owned by Declarant.

Section 6. Condemnation. In the event all or any part of the Common Areas are the subject of a taking by a governmental or quasi-governmental authority having the power of condemnation or eminent domain, the award for such taking shall be subject to the approval of the Board of Directors of the Association and such award shall be made payable to the Association as Trustee for all Owners to be disbursed in the following manner:

(i) In the event the taking involves a portion of the Common Areas on which Improvements have been constructed, then the Association shall restore or replace such Improvements taken on the remaining land included in the Common Areas to the extent lands are available therefore. Such Improvements shall be in accordance with plans and specifications approved by the Board of Directors of the Association. In the event a determination is made by the Board of Directors of the Association that such Improvements being taken shall not be replaced or restored elsewhere on the remaining Common Areas, such determination shall be subject to the approval of two-thirds (2/3) of the Voting Representatives;

(ii) If the taking does not involve any Improvements on the Common Areas or if a determination has been made not to repair or restore Improvements on land being taken, or in the event there is a balance existing after the payment of costs of restoration or replacement is completed, then such net award or net funds shall be disbursed to the Association to be used for such purposes as the Board of Directors of the Association shall determine;

(iii) Until such time as the Declarant transfers control of the Association pursuant to Article XI of this Declaration, all awards for the taking of Common Areas or any portion thereof and agreements and settlements related thereto shall be subject to the approval of the Declarant, which approval shall be in Declarant's sole discretion.

## ARTICLE XV GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owner of any land subject to this Declaration and the ARB, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of seventy-five percent (75%), and the mortgagees of one-hundred percent (100%), of the Lots agreeing to revoke said covenants has been recorded and Declarant has given its prior written consent thereto. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Assignment. Any of the rights, powers, obligations and easements and estates reserved by, or granted to the Declarant or the Association may be assigned in whole or in part by Declarant or the Association, as the case may be. Any such assignment shall be in writing and recorded in the Public Records of the County. After such assignment, the assignee shall have the same rights and powers and be subject to the same obligations and duties as were the Declarant or the Association prior to the assignment, and the Declarant and Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates so assigned.

Section 3. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as the Voting Representative for that Lot or Unit on the records of the Association at the time of such mailing. Notwithstanding anything to the contrary in the foregoing, it shall be the duty of each owner to notify the Association of the Voting Representative for such Owner's Lot or Unit.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or

restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Association, the Declarant, the ARB, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation or unenforceability of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 6. Amendment Procedures.

A. Resolution. A resolution adopting a proposed Amendment to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by a majority of the Voting Representatives of the Association, whether meeting as Members or by instrument in writing signed by them.

B. Notice. Upon any amendment or amendments to the Declaration being proposed by the Board of Directors or Voting Representatives, such proposed amendment or amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who, shall thereupon call a meeting of the Members of the Association and it shall be the duty of the Secretary to give each Voting Representative written or printed notice of such special meeting, stating the time and place thereof and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed in not less than seven (7) days before the date set for such special meeting. Such notice shall also be posted in a conspicuous place on the Common Areas not less than seven (7) days prior to the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Voting Representative at his post office address as it appears on the records of the Association, the postage thereon being prepaid. Any Voting Representative may, by written waiver of such notice signed by such Voting Representative, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such Voting Representative.

C. Approval, Certification and Recordation. At such meeting, the amendment or amendments proposed may be approved by an affirmative vote of two-thirds (2/3) of the Voting Representatives for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of the County within thirty (30) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration.

D. Declarant Amendments. In addition to the manner provided herein above for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time (including, without limitation in order to meet any requirements, standards or guidelines of FNMA, FMHLC or FHA as to all or any portion of the Property) upon the execution and recordation of an instrument executed by the Declarant alone for so long as it holds title to any Lot affected by this Declaration and further provided that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole judgment of the Declarant, affects its interest.

Notwithstanding anything to the contrary herein above set forth, the Declarant alone may execute and record an amendment to this Declaration to correct scrivener's errors, and no amendment of this Declaration shall abridge, modify, eliminate, prejudice, limit, amend or alter the rights of the Declarant as set forth in the Declaration without the prior written consent of the Declarant which may be withheld in the sole discretion of the Declarant.

E. St. John's River Water Management District. Any amendment to this Declaration which materially adversely affects the surface water management system and the conservation area in the Property shall require the written consent of the St. John's River Water Management District, which consent shall not be unreasonably withheld or delayed.

Section 7. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence



Section 8. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 9. Captions. The captions used in this Declaration and exhibits attached hereto, amendments thereof and supplements thereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments thereof and supplements thereto.

Section 10. Standards for Consent Approval, Completion and Other Action. Whenever this Declaration shall require the consent, substantial completion, or other action by the Declarant, the Association or the ARB such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant, the Association or the ARB shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant, the Association or ARB, as appropriate.

Section 11. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant or easement deemed not to be so created 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 party or parties to whom the easements were originally to have been granted the benefit of such easement and 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 herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of the such provisions.

Section 12. Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plats of portions of the Property which are recorded or to be recorded in the Public Records of the County.

Section 13. Notices and Disclaimers As To Security. The Association may, but shall in no manner be obligated to maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, ITS AFFILIATES OR SUCCESSORS SHALL IN ANY MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, NEITHER THE ASSOCIATION, THE DECLARANT, ITS AFFILIATES OR SUCCESSORS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE THE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

All Owners and occupants of a Lot, and their respective guests, tenants and invitees, as applicable, acknowledge that the Association and its Board of Directors, Officers, Declarant, its affiliates, designees and successors and the ARB in no manner represent or warrant that any controlled-access gate, fire protection system, alarm system or other security system designated by or installed according to guidelines established by Declarant or the ARB may not be compromised or circumvented, that any fire protection system, burglar alarm, controlled access gate or other security systems will prevent loss by fire, smoke, robbery, burglary, theft, hold-up, or otherwise, nor that fire protection systems, burglar alarms, controlled access gates or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

Each Owner and occupant of any Lot, and their respective guests, tenants and invitees, as applicable, acknowledges and understands that the Association, its Board of Directors and Officers, Declarant, its affiliates, successors and designees are not insurers and that each Owner and occupant and their respective guests, tenants and invitees assumes all risks for loss or damage to persons, to Lots and Improvements thereon and to the contents thereof, and further acknowledges that the Association, its Board of Directors, Officers, Declarant, its affiliates, designees and successors, have made no representations or warranties, nor has any Owner or occupant, or their respective guests, tenants or invitees, relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system, burglar alarm, controlled access gate, or other security systems recommended or installed for any security measures undertaken within the Property.



Section 14. Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 15. Limitation on Association. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Association as same pertains to any condominium located or which may be within the Property which would cause the Association to be subject to Chapter 718, Florida Statutes, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined to subject the Association to said Chapter 718. It is the intent of this provision that the Association not be deemed to be a condominium association, nor the Common Areas be deemed to be common elements of any such condominium, within the meaning of applicable laws or administrative rules for any purpose.

Section 16. Notices and Disclaimers As To Water Bodies. NEITHER DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 17. Delivery of Documents to Subsequent Owners. Owners shall be obligated to deliver the documents originally received from the Declarant, containing this and other declarations and documents, to any grantee or lessee of such Owners.

Section 18. Joinder by Association. This Declaration is being executed by the Association to acknowledge its Joinder in this Declaration for the purpose of agreeing to perform its obligations as contained herein.

Section 19. Other Joinders. This Declaration is being executed by the holder of a certain mortgage dated December 8, 2003, and recorded in Official Record Book 5161, Page 3922, as amended in the Public Records of Brevard County, Florida, encumbering the Property submitted to this Declaration, and by the Master Declarants, for the purpose of joining in and consenting to this Declaration.

Section 20. Governing Law. The terms, covenants and conditions of this Declaration shall be construed, governed by and enforced in accordance with the laws of the State of Florida.





Section 21. Gender and Plurality. Whenever the context so requires, the use of the masculine gender, the use of the singular to include the plural, and the use of the plural to include the singular.

Section 22. Owner Acceptance and Ratification. By acquisition of title to real property subject to this Declaration, each Owner thereby irrevocably ratifies, approves and affirms all provisions of the Declaration and actions of the Board with respect to the method of determination and collection of assessments and assessment rates for the year during which such owner acquired title to his respective Lot.

Section 23. Limitations of Actions. Any Owner, the Association, or any committee or group of Owners objecting to or in any manner contesting any assessment, including, but not limited to, an Annual Assessment, Special Assessment or Individual Assessment, for any reason whatsoever, including, but not limited to, the amount, method of apportionment or collection, must assert such objection or contest, in writing, within twelve (12) months following the Board's levying the assessment which is the subject of the objection.

Section 24. Litigation Approval. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of eighty percent (80%) of the Voting Representatives of Members of the Association. This section shall not apply, however, to:

A. Actions brought by the Association to foreclose liens or otherwise collect assessments.

B. Actions brought by the Association to enforce the provisions of this Declaration, Articles, Bylaws or Rules, and Regulations of the Association against any Owner, his guests, tenants, invitees or family members, provided that, in no manner shall this exception apply to actions brought by the Association against the Declarant, its affiliates, designees or any Officer, Director, employee, contractor or agent of the Association or Declarant, which actions shall require the eighty percent (80%) of the Voting Representative approval provided in this Section.

C. Counterclaims or cross-claims brought by the Association in proceedings instituted against it.

This section shall not be amended unless such amendment is made or approved by Declarant and approved by the same percentage vote necessary to institute proceedings as provided herein.

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, sealed and delivered in the presence of:

as Witnesses to Mr. Fiorenzo Bresolin :

Kimberly Huist  
Kimberly Huist  
Daniell Esposito  
Daniell Esposito

as Witnesses to Mr. Fiorenzo Bresolin:

Kimberly Huist  
Kimberly Huist  
Daniell Esposito  
Daniell Esposito

As Witnesses to Mr. Fiorenzo Bresolin:

Kimberly Huist  
Kimberly Huist  
Daniell Esposito  
Daniell Esposito

DECLARANT:

WALKABOUT RESIDENTIAL, L.L.C.,  
a Florida limited liability company

BY: \_\_\_\_\_  
Print: FIORENZO BRESOLIN  
Title: as Member of Management Committee

WALKABOUT GOLF AND COUNTRY CLUB, L.L.C.  
a Florida limited liability company

BY: \_\_\_\_\_  
Print: FIORENZO BRESOLIN  
Title: as Member of Management Committee

JOINDER:  
FITZROY BEEF AT WALKABOUT PROPERTY  
OWNER'S ASSOCIATION, INC.

BY: \_\_\_\_\_  
FIOR... Secretary



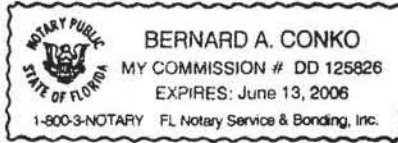
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS:

I hereby certify that the foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2005, by Fiorenzo Bresolin as Member of Management Committee of Walkabout Residential, L.L.C., a Florida limited liability company on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Sign: Bernard A. Conko  
Notary Public

My commission expires: \_\_\_\_\_



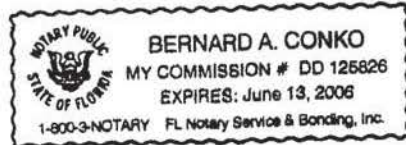
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS:

I hereby certify that the foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2005, by Fiorenzo Bresolin as Member of Management Committee of Walkabout Golf and Country Club, L.L.C., a Florida limited liability company on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Sign: Bernard A. Conko  
Notary Public

My commission expires: \_\_\_\_\_



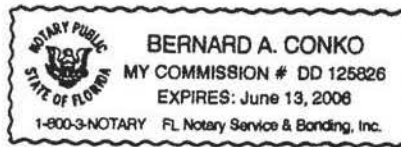
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS:

I hereby certify that the foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2005, by Fiorenzo Bresolin as Secretary of Fitzroy Reef at Walkabout Property Owner's Association, Inc., a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Sign: Bernard A. Conko  
Notary Public

My commission expires: \_\_\_\_\_



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OR Book/Page: 5522 / 8023

**CONSENT AND JOINDER BY MORTGAGEE**

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, the owner and holder of that certain Mortgage, Security Agreement And Assignment of Rents (hereinafter "Mortgage") dated December 8, 2003, and recorded in Official Record Book 5161, Page 3922, as amended by that Notice of Future Advance and Mortgage Modification dated September 7, 2004 and recorded in Official Record Book 5362, Page 6579, and by that Notice of Future Advance and Mortgage Modification dated January 24, 2005 and recorded February 28, 2005 in Official Record Book 5419, Page 0390, all of the Public Records of Brevard County, Florida, by the execution hereof does hereby join in the foregoing Declaration of Covenants, Restrictions and Easements for Fitzroy Reef at Walkabout made by Walkabout Residential Company, LLC as Declarant, the owners of the fee simple interest in the said Property described in Exhibit "A" attached thereto, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Declaration) to the Declaration.

Signed, Sealed and Delivered in  
The presence of:

*[Signature]*  
*[Signature]*

Bank of America, N.A.

By: *[Signature]*  
Darlene Turek, Sr. Vice President

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I hereby certify that the foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2005 by DARLENE TUREK, as Sr. Vice President of Bank of America, N.A. and that she is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

Sign: (See attached)  
Notary Public  
Print: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



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OR Book/Page: 5522 / 8024

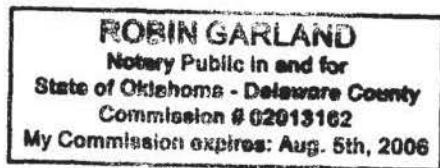
State of Oklahoma )  
 ) ss:  
County of Delaware )

On July 13, 2005, before me, **ROBIN GARLAND, NOTARY PUBLIC**,  
personally appeared **DARLENE TUREK**-----

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Robin Garland  
Signature of Notary Public

-----Optional-----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

**Description of Attached Document**

Title or Type of Document: Joinder by Mortgagee (Walkabout)

Document Date: July 13, 2005

Signer(s) Other Than Named Above: Witnesses: Nancy E Mayes &  
John W. Mayes

Capacity(ies) Claimed by Signer:

Signers Name: **Darlene Turek**

- Individual  
 Corporate Officer - Title(s): **Sr. Vice President**  
 Partner -- Limited General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



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Signer is Representing: **Bank of America**



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EXHIBIT "A"  
TO  
DECLARATIONS OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
FOR  
FITZROY REEF AT WALKABOUT

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING A REPLAT OF TRACTS B AND E AND A PORTION OF TRACTS A, F, AND J AS SHOWN ON WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST; THENCE SOUTH 88°30'40" WEST, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 233.01 FEET TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED PARCEL;

FROM THE POINT OF BEGINNING, THE FOLLOWING 9 COURSES ARE ALONG THE BOUNDARY OF SAID WALKABOUT P.U.D. PLAT; THENCE SOUTH 01°03'33" EAST, A DISTANCE OF 955.61 FEET; THENCE NORTH 88°56'27" EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°03'33" EAST, A DISTANCE OF 99.97 FEET; THENCE SOUTH 88°56'27" WEST, A DISTANCE OF 575.00 FEET; THENCE SOUTH 01°03'18" EAST, A DISTANCE OF 465.73 FEET; THENCE SOUTH 12°49'21" EAST, A DISTANCE OF 612.64 FEET; THENCE SOUTH 00°48'15" EAST, A DISTANCE OF 302.83 FEET; THENCE SOUTH 01°25'26" EAST, A DISTANCE OF 174.50 FEET; THENCE SOUTH 88°35'46" WEST, ALONG THE NORTH RIGHT OF WAY OF STATE ROAD 46 A DISTANCE OF 250.00 FEET; THENCE DEPARTING SAID BOUNDARY ALSO BEING THE NORTH RIGHT OF WAY OF STATE ROAD 46, NORTH 01°25'26" WEST ALONG THE EAST LINE OF TRACT C OF SAID PLAT WALKABOUT P.U.D. A DISTANCE OF 174.42 FEET; THENCE SOUTH 88°34'32" WEST, ALONG THE NORTH LINE OF SAID TRACT C AND CONTINUING ALONG THE NORTH LINE OF TRACT D, A DISTANCE OF 467.58 FEET, RETURNING TO THE BOUNDARY OF SAID PLAT WALKABOUT P.U.D.; THENCE NORTH 19°56'50" WEST, A DISTANCE OF 390.01 FEET; THENCE NORTH 31°15'26" WEST, A DISTANCE OF 611.88 FEET; THENCE NORTH 19°56'50" WEST, A DISTANCE OF 193.90 FEET; THENCE DEPARTING SAID BOUNDARY NORTH 77°25'46" EAST, A DISTANCE OF 52.87 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705", SAID POINT ALSO BEING THE POINT OF CURVE OF A NON TANGENT CURVE TO THE WEST HAVING A RADIUS POINT THAT LIES SOUTH 82°02'19" WEST A DISTANCE OF 825.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°36'33", A DISTANCE OF 66.37 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 12°34'14" WEST A DISTANCE OF 333.70 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 77°25'46" EAST, A DISTANCE OF 135.00 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705" ON THE PERIMETER OF TRACT A OF SAID PLAT OF WALKABOUT P.U.D., THENCE SOUTH 12°34'14" EAST ALONG THE PERIMETER OF TRACT A OF SAID PLAT WALKABOUT P.U.D. A DISTANCE OF 39.82 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 77°25'46" EAST, A DISTANCE OF 125.00 FEET ACROSS THEN DEPARTING TRACT A OF SAID PLAT OF WALKABOUT P.U.D., TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE SOUTH 12°34'14" EAST, A DISTANCE OF 113.60 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 77°57'00" EAST, A DISTANCE OF 198.59 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 74°51'26" EAST, A DISTANCE

OF 90.00 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 15°08'34" WEST, A DISTANCE OF 306.74 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 52°23'45" WEST, A DISTANCE OF 18.21 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE SOUTH 74°51'26" WEST, A DISTANCE OF 12.56 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 52°23'45" WEST, A DISTANCE OF 63.58 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 15°08'34" WEST, A DISTANCE OF 33.39 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 74°51'26" EAST, A DISTANCE OF 62.07 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 15°08'34" WEST, A DISTANCE OF 300.00 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 13°32'49" WEST, A DISTANCE OF 12.41 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 14°23'57" WEST, A DISTANCE OF 80.71 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 12°43'50" WEST, A DISTANCE OF 56.05 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 12°48'06" WEST, A DISTANCE OF 66.94 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 00°15'05" EAST, A DISTANCE OF 54.17 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 88°30'40" EAST, A DISTANCE OF 50.57 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; THENCE NORTH 00°55'29" WEST, A DISTANCE OF 25.00 FEET; RETURNING TO THE BOUNDARY OF SAID WALKABOUT P.U.D. PLAT; THENCE NORTH 88°30'40" EAST, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1,089.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,482,493 SQUARE FEET OR 56.99 ACRES, MORE OR LESS.

LESS LOTS 1 THRU 4, BLOCK A, FITZROY REEF AT WALKABOUT, AS PER PLAT RECORDED IN PLAT BOOK 53, PAGES 32-36, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



CFN 2005305324

OR Book/Page: 5522 / 8027

# State of Florida

The Great Seal of the State of Florida, featuring a central figure holding a scale and a sword, surrounded by a wreath and the motto "IN GOD WE TRUST".

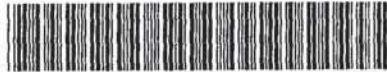
## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FITZROY REEF AT WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on March 15, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000064533. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000002662.

Authentication Code: 705A00018004-031605-N05000002662-1/1



CFN 2005305324

OR Book/Page: 5522 / 8028

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixteenth day of March, 2005



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

Exhibit "B"

ARTICLES OF INCORPORATION

FITZROY REEF AT WALKABOUT PROPERTY OWNERS ASSOCIATION, INC.

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

ARTICLE I

CORPORATE NAME

The name of the Corporation shall be FITZROY REEF AT WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., (hereinafter the "Association"). The mailing address is: 2500 Quantum Lakes Drive, Suite 101, Boynton Beach, Florida, 33426.

ARTICLE II

DURATION

The duration of the Corporation shall be perpetual.



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ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Fitzroy Reef at Walkabout to be recorded in the Public Records of Brevard County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

ARTICLE V

PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The purposes for which the Association is formed, and the powers which may be exercised by the Board of Directors of the Association, are:

1. To own, operate, maintain, preserve or replace, and to provide architectural control over the Lots, and Common Areas located on that certain parcel of real property situate in Brevard County, Florida, known as Fitzroy Reef at Walkabout, and described in Exhibit "A" to the Declaration and to those Lots, and Common Areas that may be annexed or otherwise added to the Property from time to time pursuant to the Declaration; and



2. To acquire by gift, purchase or otherwise, own, build, improve, operate, repair, maintain and replace, lease, transfer, convey, or otherwise dispose of real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association; and

3. To dedicate, sell or transfer all or any part of, or any interest in, the Common Areas to any public agency, taxing authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that such dedication, sale, or transfer is approved by a two-thirds (2/3) vote of the Board of Directors and prior written consent of the Declarant is obtained for so long as the Declarant owns one (1) Lot in the Property; and

4. To establish, levy, collect and enforce payment of all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Association and to use the proceeds thereof in the exercise of its powers and duties; and

5. To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and

6. To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

7. To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

8. To exercise such powers which are now or may hereafter be conferred by law upon a Association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

9. To grant easements on or through the Common Areas or any portion thereof; and

10. To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and

11. To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

12. To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners such as, but not limited to, utilities services; and

13. To purchase insurance upon the Property or any part thereof and insurance for the protection of the Association, its Officers, Directors and Owners; and

14. To employ personnel and contract with professionals including, but not limited to, attorneys, accountants, architects and engineers to perform the services required for the proper operation of the Association.

15. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the Property and/or the Association.

16. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-009-15691-12 requirements and applicable District rules, and to assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system, and to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.



The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto or otherwise conferred upon not-for-profit corporations by common law and the statutes of the State of Florida in effect from time to time.

ARTICLE VI  
BOARD OF DIRECTORS



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A. NUMBER AND QUALIFICATIONS. The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be four (4). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be less than three (3) Directors. Directors need not be Members of the Association.

B. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

C. ELECTION; REMOVAL. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. TERM OF INITIAL DIRECTORS. The Declarant shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws.

E. INITIAL DIRECTORS. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws are as follows:

NAME	ADDRESS
Douglas B. MacDonald	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426
Igor Olenicoff	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426
Fiorenzo Bresolin	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426
Andrei Olenicoff	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426

ARTICLE VII  
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which

one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason or solely because the officer or Director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorized the contract or transaction.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President Douglas B. MacDonald	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426
Vice President Igor Olenicoff	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426
Secretary Fiorenzo Bresolin	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426
Treasurer Andrei Olenicoff	2500 Quantum Lakes Drive, Suite 101 Boynton Beach, Florida, 33426

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ARTICLE IX

MEMBERSHIP AND VOTING

A. MEMBERSHIP. Every person or entity who is an owner as defined in the Declaration, shall be a Member of the Association. Any person or entity who holds an interest in any Lot merely as security for the performance of an obligation shall not be a Member of the Association unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Each owner shall become a Member of the Association upon title to the Lot being conveyed by deed to such owner and upon the recording of said deed among the Public Records of Brevard County, Florida, or upon a transfer of title by operation of law. Transfer of membership shall be established by the recording among the Public Records of Brevard County, Florida, of a warranty deed or other instrument establishing a record title to a Lot, the Owner or Owners designated by such instrument thereby becoming a Member or Members of the Association and the membership of the prior Owner or owners thereupon being terminated.

B. VOTING. All votes shall be cast by Members in accordance with Article III of the Declaration as the same may be amended from time to time.

ARTICLE X  
AMENDMENT

Amendments to these Articles shall be proposed in the following manner:

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

B. ADOPTION. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than two-thirds (2/3) of the Members of the Association. The approvals must be by not less than two thirds (2/3) of all the Members of the Association represented at a meeting at which a quorum thereof has been attained.

C. LIMITATION. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XIII of the Articles entitled "Purposes and Powers" and "Indemnification," respectively, without the approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes which would in any way affect the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or an affiliate of the Declarant, unless the Declarant shall join in the execution of the amendment. Notwithstanding anything to the contrary contained herein, until Declarant has turned over control of the Master Association as provided in Article XII of the Declaration, no amendment to these Articles shall be effective unless the Declarant shall consent to and join in the execution of the amendment. No amendment to this Paragraph C of Article X shall be effective.

D. DECLARANT AMENDMENT. The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone, including, but not limited to, Declarant's amendment to correct any scrivener's error as determined by Declarant in its sole discretion.

E. RECORDING. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Brevard County, Florida.

ARTICLE XI  
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII  
INCORPORATOR



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The name and address of the incorporator of the Association is:

Name

Address

Fiorenzo Bresolin

2500 Quantum Lakes Drive, Suite 101  
Boynton Beach, Florida, 33426



ARTICLE XIII  
INDEMNIFICATION

CFN 2005305324  
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A. INDEMNITY. The Association shall indemnify, hold harmless and agrees to defend any person (hereinafter referred to as "Indemnitee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Master Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. AGREEMENT TO DEFEND. To the extent that a Director, Officer, employee or agent of the Association is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director, Officer, employee or agent of the Association, the Association hereby agrees to defend and provide counsel to such Indemnitee and shall advance all attorneys' fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnitee shall have the right of approval of any attorneys proposed to represent said Indemnitee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles and Bylaws of the Association, the Declaration and as elsewhere provided by law.

C. EXPENSES. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII shall be fully assessable against Owners as General Expenses of the Association.

D. ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, as provided hereinabove, by or on behalf of the affected Director, Officer, employee or agent to repay such amount - unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIII, in which event, the Indemnitee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnitee.

E. MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, Florida law, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

F. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

G. AMENDMENT. Anything to the contrary herein notwithstanding, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

#### ARTICLE XIV

##### SELF DEALING, VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS

A. SELF DEALING. No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers, Members or the Declarant shall be invalidated or affected by reason that any of them hold the same or similar positions with another condominium, homeowners or property owners association within the Walkabout Golf and Country Club Community or that they are financially interested in the transaction or that they are employed by the Declarant.

B. VALIDITY OF AGREEMENT. No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its Directors, Officers, the Declarant, its agents or employees hold a financial interest in or with the individual or entity.

C. WAIVER OF CLAIMS. By acquisition of a Lot, or any interest therein, within the Property, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract or equity arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Association, its Directors, Officers, Members, the Declarant, its agents or employees.

#### ARTICLE XV

##### DISSOLUTION

The Association may be dissolved by a unanimous vote of Voting Representatives at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that so long as Declarant owns one (1) or more Lots in the Property, the Declarant's written consent to the dissolution of the Master Association must first be obtained. In the event of the dissolution of this Association or any successor entity hereto, all Association property and maintenance obligations attributable to the Association shall be transferred to either a successor entity or an appropriate governmental body for the purposes of continuing the maintenance responsibilities originally performed by the Association or its successors in accordance with the terms and provisions of the Declaration.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., (2002) or its successor regulation, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.



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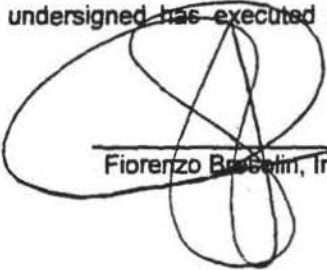
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ARTICLE XVI

INITIAL REGISTERED OFFICE AND AGENT

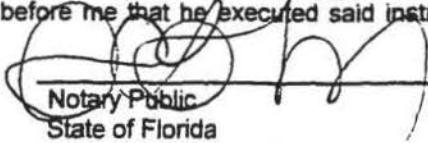
The street address of the initial registered office of the Association is:  
712 US Highway One, North Palm Beach, Florida 33408  
and the name of the initial registered agent of the Association at said address is:  
David B. Norris

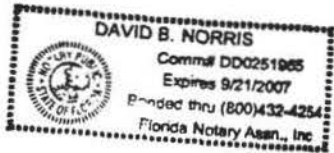
IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this <sup>9</sup>  
day of Nov, 2005

  
\_\_\_\_\_  
Fiorenzo Bresolin, Incorporator

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me this 9 day of Nov, 2005, personally appeared Fiorenzo Bresolin, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.

  
\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission expires:



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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON  
WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First, that desiring to organize under the laws of the State of Florida, the corporation named in the foregoing Articles of Incorporation has named David B. Norris whose address is: 712 US Highway One, North Palm Beach, Florida 33408, County of Palm Beach, State of Florida, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 9<sup>th</sup> day of March, 2005.



David B. Norris, Registered Agent



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**Exhibit "C"**

**BY-LAWS  
OF**

**FITZROY REEF**

**AT WALKABOUT PROPERTY**

**OWNERS ASSOCIATION, INC.**



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**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is FITZROY REEF AT WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located as stated in the Articles of Incorporation, but meetings of Members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

All terms used herein which are defined in the Declaration of Covenants, Conditions and Restrictions for Fitzroy Reef at Walkabout ("Declaration") as same may be amended from time to time, shall have the same meaning herein as set out therein.

**ARTICLE III  
MEETING OF MEMBERS**

Section 1. Annual Meetings. The annual meeting of the Members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such

notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Unit.

Section 6. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the Members as provided by Florida law. Any action so approved shall have the same effect as though taken at a meeting of the Members.

#### **ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than five (5), persons who need not be members of the Association. The first Board shall consist of three (3) Members. Thereafter, the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

Section 2. Term of Office. The first election of Directors shall be held, when the terms of the initial directors expire, at a meeting of the Members called for that purpose. The term of office of Directors shall be until the next annual meeting of the Members, or until his/her successor shall have been duly elected.

Section 3. Removal. At such time as the Members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written



approval of the Directors as provided by Florida law. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

At such time as Members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the election meeting. The nominating committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the Members to serve until the close of that annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all Members present. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI MEETING OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal conduct of the Members and their guests thereon. and to establish penalties and/or fines for the infraction thereof;



(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers.

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to be members at the annual meeting of the Members;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Unit and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or Directors who control or disburse Association funds to be bonded. The amount of such bonds shall be determined by the Board of Directors. The cost of such bonds shall be paid by the Association; and

(g) Perform all other duties and responsibilities as provided in the Declaration.



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**ARTICLE VIII  
OFFICERS AND THEIR DUITES**

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may reign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filed by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

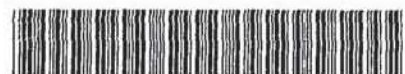
Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

a) The President shall preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.



## SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

## TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks, and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE IX COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Review Board for a term as the Board determines, as provided in the Declaration, and appoint a nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

## ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association, the Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments that are not paid when due shall be delinquent.



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**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the name of the Corporation, the state of incorporation and the words "Corporate Seal".

**ARTICLE XIII  
AMENDMENTS**

Section 1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, unless otherwise provided in the Declaration or Articles of Incorporation.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV  
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.



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Exhibit "D"

Revised June 18, 2004, SJRWMD Form  
(Additions are shown as italics and underlined)  
Prepared by:  
Walkabout Residential Company, L.L.C.  
2500 Quantum Lakes Drive, Suite 101  
Boynton Beach, Florida 33426



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OR Book/Page: 5522 / 8045  
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Return recorded copy to:  
Office of General Counsel  
St. Johns River Water Management District  
P.O. Box 1429  
Palatka, FL 32178-1429

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 21 #Names: 2  
Trust: 11.00 Rec: 169.00 Serv: 0.00  
Deed: 0.70 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

E → COHEN, NORRIS, SCHERER,  
WEINBERGER & WOLMER  
PO BOX 13146  
NORTH PALM BEACH, FL 33408-9930

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 21 day of January, 2005, by Walkabout Residential Company, L.L.C., a Florida Limited Liability Company, having an address at 2500 Quantum Lakes Drive, Suite 101, Boynton Beach, Florida 33426 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Brevard County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit no. 4-009-16591-12 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons





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whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the wetlands and upland/natural buffers constituting the Property will be retained forever in their respective existing natural condition and to prevent any use of the wetlands and the natural buffers that will materially and adversely impair or interfere with the environmental value of the Property. With regard to the upland/natural buffers contained within the Property the purpose of this Conservation Easement is to assure that the upland/natural buffers will be retained forever in their natural or improved condition and to prevent any use of the upland/natural buffers that will materially and adversely impair or interfere with the environmental value of the upland buffers.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, unless otherwise permitted by the Grantee, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, trimming or destroying trees, shrubs, or other vegetation.

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

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

(f) Activities materially detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses materially detrimental to such retention of land or water areas.

(h) Acts or uses materially detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this



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*Conservation Easement. Grantor expressly reserves the right to grade and plant the upland (non-natural) buffer areas, the right to construct, operate and maintain mitigation areas, drainage structures, outfall structures, and other storm water management facilities in accordance with District permit number 4-009-16591-12, the mitigation plan and final approved plans.*

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property, except for any liability for injury or damage caused by the negligence of Grantee, its agents, or representatives that is not prohibited by law.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property



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resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records unless due to grantee's exercise of its rights as set forth herein.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

as Witnesses to Mr. Douglas B. MacDonald:

Signature: Allen I. Slaman

Printed Name: ALLEN I. SLAMAN

Signature: Engene A. Golicic

Printed Name: Engene A. Golicic

as Witnesses to Mr. Igor Olenicoff:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

GRANTOR:  
WALKABOUT RESIDENTIAL COMPANY, L.L.C., a  
Florida Limited Liability Company

Signature: Douglas B. MacDonald

Printed Name: DOUGLAS B. MACDONALD

Title: as Member of Management Committee

-AND -

Signature: \_\_\_\_\_

Printed Name: IGOR OLENICOFF

Title: as Member of Management Committee



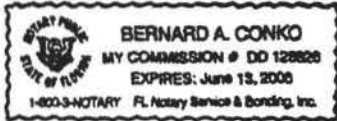
CFN:2005030034  
OR Book/Page: 5414 / 6545



CFN 2005305324  
OR Book/Page: 5522 / 8048

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of January, 2005, by  
DOUGLAS B. MACDONALD, who is personally known to me or has produced \_\_\_\_\_  
as identification, and who did not take an oath.



*[Handwritten Signature]*  
Notary Public, State of Florida  
at Large.  
My Commission Expires: \_\_\_\_\_  
Serial No. \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2005, by  
IGOR OLENICOFF, who is personally known to me or has produced \_\_\_\_\_  
as identification, and who did not take an oath.

\_\_\_\_\_  
Notary Public, State of California  
at Large.  
My Commission Expires: \_\_\_\_\_  
Serial No. \_\_\_\_\_

  
CFN:2005030034  
OR Book/Page: 5414 / 6546

  
CFN 2005305324  
OR Book/Page: 5522 / 8049

resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records unless due to grantee's exercise of its rights as set forth herein.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

as Witnesses to Mr. Douglas B. MacDonald:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

as Witnesses to Mr. Igor Olenicoff:

Signature: Heidi Cairelli

Printed Name: Heidi Cairelli

Signature: [Handwritten Signature]

Printed Name: DAVID B. MOER

GRANTOR:  
WALKABOUT RESIDENTIAL COMPANY, L.L.C., a  
Florida Limited Liability Company

Signature: \_\_\_\_\_

Printed Name: DOUGLAS B. MACDONALD

Title: as Member of Management Committee

-AND -

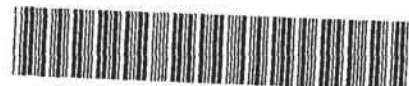
Signature: [Handwritten Signature]

Printed Name: IGOR OLENICOFF

Title: as Member of Management Committee



CFN:2005030034  
OR Book/Page: 5414 / 6547



CFN 2005305324  
OR Book/Page: 5522 / 8050

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2005, by  
DOUGLAS B. MCDONALD, who is personally known to me or has produced \_\_\_\_\_  
as identification, and who did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
at Large.  
My Commission Expires:  
Serial No. \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2005, by  
IGOR OLENICOFF, who is personally known to me or has produced a drivers license  
as identification, and who did not take an oath.

Heidi Carelli  
Notary Public, State of California  
at Large.

My Commission Expires: 12-23-07  
Serial No. 1458496



CFN:2005030034  
OR Book/Page: 5414 / 6548



CFN 2005305324  
OR Book/Page: 5522 / 8051

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, BANK OF AMERICA, N.A., the mortgagee under that certain Mortgage, dated December 8, 2003 and recorded at Official Records Book 4238 Page 5161 to 3922, of Brevard County, Florida, on January 2, 2004, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 4 day of August, 2004.

Witnesses:

Mortgagee

BANK OF AMERICA,  
a National Banking Association

[Signature]  
Name: PAT LARRY

[Signature]  
Name: CARRIE WEE

BY: [Signature]  
Name: Darlene Turek  
Title: Vice President

STATE OF CALIFORNIA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of AUGUST, 2004, by DARLENE TUREK, who did not take an oath.

[Signature]  
Notary Public, State of California  
at Large



My Commission Expires:  
SEPTEMBER 16, 2007

Personally known OR produced identification \_\_\_\_\_ Identification produced \_\_\_\_\_



CFN:2005030034  
OR Book/Page: 5414 / 6549



CFN 2005305324  
OR Book/Page: 5522 / 8052

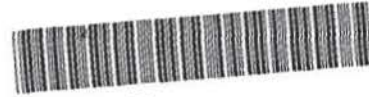
**EXHIBIT A**

Legal Description and Sketch

COPIES ATTACHED FOR CE-1, CE-2, CE-3, CE-4, CE-5, CE-6.



CFN:2005030034  
OR Book/Page: 5414 / 6550



CFN 2005305324  
OR Book/Page: 5522 / 8053



**DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF WALKABOUT P.U.D., AS RECORDED IN THE PUBLIC RECORDS BREVARD COUNTY, FLORIDA, PLAT BOOK 49, PAGE 27; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF THE WALKABOUT P.U.D., ALSO BEING THE NORTHERLY RIGHT OF WAY OF STATE ROAD 48; THENCE ALONG THE EAST BOUNDARY LINE OF THE SAID WALKABOUT P.U.D. PLAT NORTH 01°25'28" WEST, A DISTANCE OF 174.50 FEET; THENCE NORTH 00°48'15" WEST, A DISTANCE OF 302.83 FEET; THENCE NORTH 12°49'21" WEST, A DISTANCE OF 34.20 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 52°36'19" WEST, A DISTANCE OF 23.78 FEET; THENCE SOUTH 48°15'38" WEST, A DISTANCE OF 36.14 FEET; THENCE SOUTH 43°57'33" WEST, A DISTANCE OF 89.24 FEET; THENCE SOUTH 54°15'43" WEST, A DISTANCE OF 64.51 FEET; THENCE SOUTH 81°39'16" WEST, A DISTANCE OF 120.75 FEET; THENCE SOUTH 85°01'15" WEST, A DISTANCE OF 134.46 FEET; THENCE SOUTH 83°41'32" WEST, A DISTANCE OF 120.82 FEET; THENCE SOUTH 84°09'57" WEST, A DISTANCE OF 103.35 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°05'24" EAST, A RADIAL DISTANCE OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 51°27'39", A DISTANCE OF 89.82 FEET; THENCE NORTH 24°28'57" WEST, A DISTANCE OF 443.36 FEET; THENCE NORTH 10°02'23" WEST, A DISTANCE OF 48.56 FEET; THENCE NORTH 12°22'30" EAST, A DISTANCE OF 3.80 FEET; THENCE NORTH 23°47'00" EAST, A DISTANCE OF 43.22 FEET; THENCE NORTH 22°17'33" EAST, A DISTANCE OF 38.71 FEET; THENCE NORTH 08°54'30" WEST, A DISTANCE OF 50.12 FEET; THENCE NORTH 38°25'15" EAST, A DISTANCE OF 127.53 FEET; THENCE NORTH 52°02'37" EAST, A DISTANCE OF 85.85 FEET; THENCE NORTH 88°39'32" EAST, A DISTANCE OF 56.93 FEET; THENCE SOUTH 88°56'58" EAST, A DISTANCE OF 1.40 FEET; THENCE SOUTH 62°40'20" EAST, A DISTANCE OF 67.92 FEET; THENCE SOUTH 85°18'36" EAST, A DISTANCE OF 72.05 FEET; THENCE SOUTH 86°24'26" EAST, A DISTANCE OF 58.49 FEET; THENCE NORTH 71°02'17" EAST, A DISTANCE OF 54.13 FEET; THENCE NORTH 80°48'46" EAST, A DISTANCE OF 42.21 FEET; THENCE SOUTH 60°37'07" EAST, A DISTANCE OF 67.79 FEET; THENCE SOUTH 88°54'30" EAST, A DISTANCE OF 38.96 FEET; THENCE NORTH 54°11'45" EAST, A DISTANCE OF 103.21 FEET; THENCE NORTH 84°58'40" EAST, A DISTANCE OF 82.87 FEET; THENCE THENCE ALONG THE EAST BOUNDARY LINE OF THE SAID WALKABOUT P.U.D. PLAT SOUTH 01°19'55" EAST, A DISTANCE OF 71.58 FEET; THENCE SOUTH 12°49'21" EAST, A DISTANCE OF 578.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 544,592 SQUARE FEET OR 12.50 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS SOUTH 19°56'50" EAST.
2. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

BRETT C WOOD, P.S.M.  
FLORIDA LICENSE No. LS-0005750  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

*Brett C. Wood*  
BRETT C. WOOD, P.S.M. DATE OF SIGNATURE 02/28/04

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

**CREECH**  
CIVILIZATION ENGINEERS

**PROPOSED  
CONSERVATION  
EASEMENT # 1**

4480 WEST 84TH GALLIE BLVD., MERRITTEVILLE, FL 32909 (305) 890-8434  
203 WEST 3RD STREET STUART, FLORIDA 34994 (888) 283-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 941-1705

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050.10 DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: AS NOTED SHEET 1 OF 2

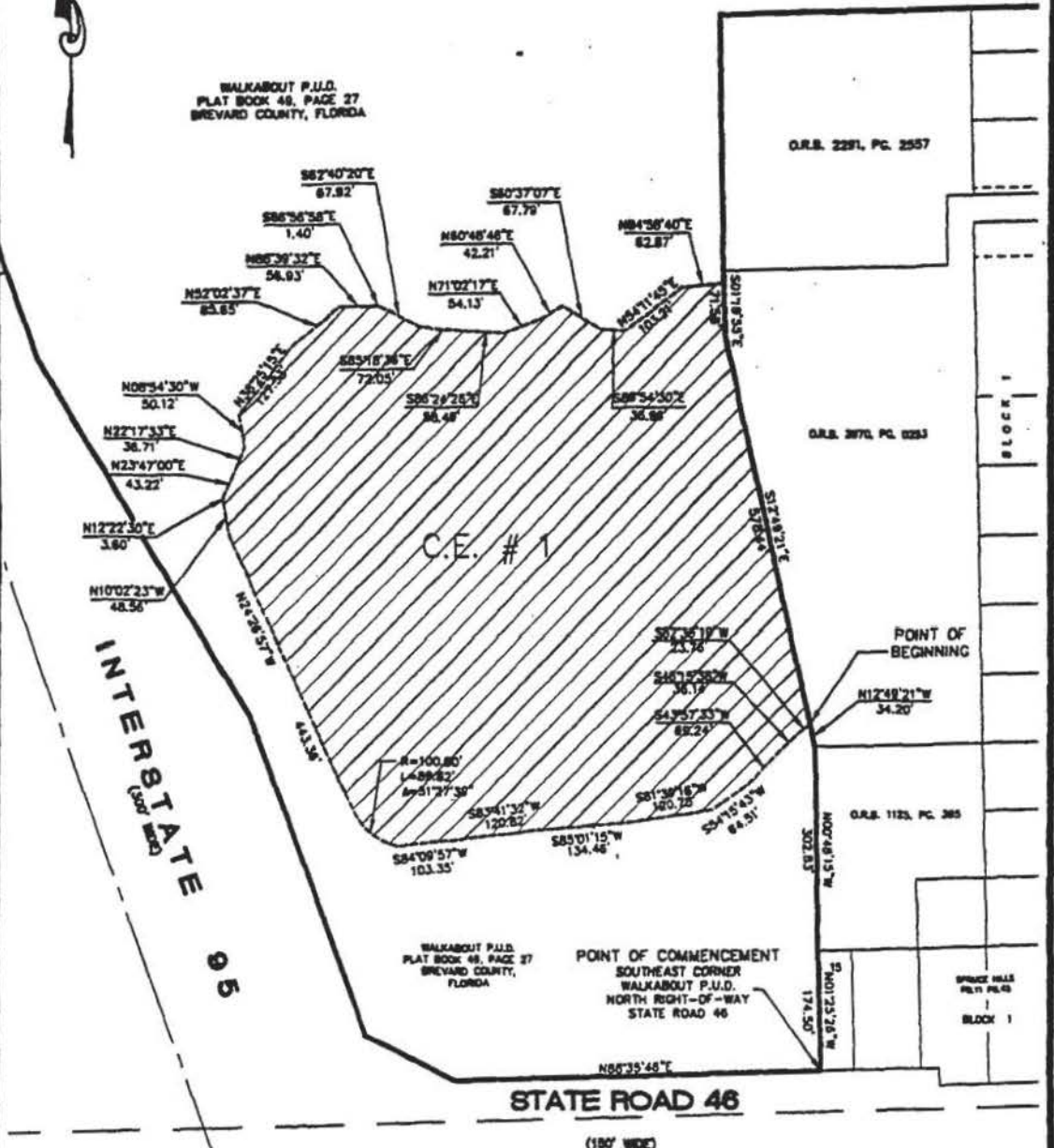
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CFN:2005030034  
OR Book/Page: 5414 / 6551

CFN:2005305324  
OR Book/Page: 5522 / 8054

DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA

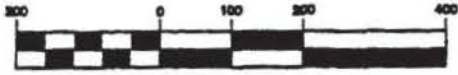
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CFN 2005305324  
OR Book/Page: 5522 / 8055



GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

- LEGEND**
- R = RADIUS
  - L = LENGTH
  - Δ = DELTA
  - O.R.B. = OFFICIAL RECORD BOOK
  - P.G. = PAGE

CFN:2005030034  
OR Book/Page: 5414 / 6552

THIS IS NOT A SURVEY

**CREECH**  
CIVILIZATION ENGINEERS

**PROPOSED  
CONSERVATION  
EASEMENT # 1**

4400 WEST BAY GALLIE BLVD., MIAMI BEACH, FL 33154 (305) 855-8434  
283 WEST 3rd STREET STUART, FLORIDA 34994 (888)283-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1700  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0008705

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050.10 DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: 1"=200' SHEET 2 OF 2

DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING A PORTION OF WALKABOUT P.U.D., AS RECORDED IN THE PUBLIC RECORDS BREVARD COUNTY, FLORIDA, PLAT BOOK 49, PAGE 27; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF THE WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA; ALSO BEING THE NORTHWEST CORNER OF LOT 11, BLOCK 2, THE PLAT OF SPRUCE HILLS AS RECORDED IN PLAT BOOK 11, PAGE 45 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 88°30'40" WEST, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°03'33" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°03'33" EAST, A DISTANCE OF 191.83 FEET; THENCE SOUTH 88°56'27" WEST, A DISTANCE OF 148.28 FEET; THENCE SOUTH 01°24'55" WEST, A DISTANCE OF 51.89 FEET; THENCE SOUTH 50°28'47" WEST, A DISTANCE OF 21.07 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 02°58'11" WEST, A RADIAL DISTANCE OF 185.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°48'40", A DISTANCE OF 15.53 FEET; THENCE SOUTH 50°28'47" WEST, A DISTANCE OF 37.47 FEET; THENCE NORTH 88°43'48" WEST, A DISTANCE OF 70.81 FEET; THENCE SOUTH 24°28'31" WEST, A DISTANCE OF 10.31 FEET; THENCE NORTH 83°24'08" WEST, A DISTANCE OF 70.29 FEET; THENCE NORTH 38°55'18" WEST, A DISTANCE OF 108.87 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 43°30'34" WEST, A RADIAL DISTANCE OF 28.59 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 104°06'57", A DISTANCE OF 51.95 FEET; THENCE SOUTH 24°44'48" WEST, A DISTANCE OF 59.13 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 45°13'15"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 15.79 FEET; THENCE SOUTH 20°28'27" EAST, A DISTANCE OF 71.01 FEET; THENCE SOUTH 24°29'20" EAST, A DISTANCE OF 83.30 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 39°31'44"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 13.91 FEET; THENCE SOUTH 84°21'04" EAST, A DISTANCE OF 85.11 FEET; THENCE SOUTH 21°06'33" EAST, A DISTANCE OF 176.47 FEET; THENCE SOUTH 00°17'14" WEST, A DISTANCE OF 152.05 FEET; THENCE SOUTH 07°48'59" WEST, A DISTANCE OF 18.11 FEET; THENCE NORTH 88°56'27" EAST, A DISTANCE OF 20.24 FEET; THENCE SOUTH 07°48'59" WEST, A DISTANCE OF 80.48 FEET; THENCE SOUTH 43°18'15" WEST, A DISTANCE OF 58.80 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 25°14'32" EAST, A RADIAL DISTANCE OF 248.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 28°09'56", A DISTANCE OF 120.96 FEET; THENCE SOUTH 58°22'41" WEST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 72°50'15" WEST, A DISTANCE OF 88.34 FEET; THENCE SOUTH 80°47'48" WEST, A DISTANCE OF 4.70 FEET; THENCE NORTH 58°44'00" WEST, A DISTANCE OF 30.81 FEET; THENCE SOUTH 80°47'48" WEST, A DISTANCE OF 51.42 FEET; THENCE NORTH 12°28'24" WEST, A DISTANCE OF 40.73 FEET; THENCE NORTH 88°03'42" WEST, A DISTANCE OF 24.42 FEET; THENCE SOUTH 82°16'18" WEST, A DISTANCE OF 44.10 FEET; THENCE NORTH 87°05'52" WEST, A DISTANCE OF 88.88 FEET; THENCE NORTH 42°13'05" WEST, A DISTANCE OF 67.82 FEET; THENCE NORTH 38°00'31" WEST, A DISTANCE OF 83.90 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 54°10'56" WEST, A RADIAL DISTANCE OF 30.15 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 48°00'10", A DISTANCE OF 25.28 FEET; THENCE NORTH 35°41'24" WEST, A DISTANCE OF 83.58 FEET; THENCE NORTH 28°29'49" WEST, A DISTANCE OF 49.98 FEET; THENCE NORTH 15°08'34" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 52°23'45" WEST, A DISTANCE OF 18.21 FEET; THENCE SOUTH 74°31'28" WEST, A DISTANCE OF 12.56 FEET; THENCE NORTH 52°23'45" WEST, A DISTANCE OF 83.58 FEET; THENCE NORTH 15°08'34" WEST, A DISTANCE OF 33.39 FEET; THENCE NORTH 74°31'28" EAST, A DISTANCE OF 62.07 FEET; THENCE NORTH 15°08'34" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 13°32'49" WEST, A DISTANCE OF 12.41 FEET; THENCE NORTH 14°23'57" WEST, A DISTANCE OF 80.71 FEET; THENCE NORTH 12°43'50" WEST, A DISTANCE OF 58.05 FEET; THENCE NORTH 12°48'08" WEST, A DISTANCE OF 88.94 FEET; THENCE NORTH 00°15'05" EAST, A DISTANCE OF 53.88 FEET; THENCE NORTH 88°28'59" EAST, A DISTANCE OF 990.29 FEET; THENCE SOUTH 01°03'41" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°30'40" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 897,693 SQUARE FEET OR 18.02 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS SOUTH 19°56'50" EAST.
- 2. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

BRETT C WOOD, P.S.M.  
FLORIDA LICENSE No. LB-0005750  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705  
*Brett C. Wood*  
BRETT C. WOOD, P.S.M. DATE OF SIGNATURE 02 AUG 04

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
THIS IS NOT "A" SURVEY

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 OF 2 OF THIS DOCUMENT.

CREECH  
CIVILIZATION ENGINEERS

PROPOSED  
CONSERVATION  
EASEMENT #2

6450 WEST BAY GALLIE BLVD. MIAMI BEACH, FL 33194 (305) 865-6434  
203 WEST 3RD STREET SUITE 47, FLORIDA 34684 (813) 283-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1708  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050-10 DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: AS NOTED SHEET 1 OF 2

2:ENGINEERING\1\_Eng\_PROJECTS\22050 - Walkabout\132 Lots (Peds 1-7)\DWG\Conservation Easements\22050-CE-BASE.dwg LEGAL-2 EDOSE Jul 29, 2004 8:02am

CFN 2005030324  
OR Book/Page: 5522 / 8056



DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA

CFN:2005030034  
OR Book/Page: 5414 / 6554

O.R.B. 3623, PAGE 3522

O.R.B. 4464, PG. 1388

POINT OF COMMENCEMENT  
NORTHWEST CORNER OF LOT 11, BLOCK 2, THE  
PLAT OF SPRUCE HILLS AS RECORDED IN PLAT  
BOOK 11, PAGE 45 OF THE PUBLIC RECORDS OF  
BREVARD COUNTY, FLORIDA

NORTH LINE OF SECTION 13,  
TOWNSHIP 21 SOUTH, RANGE 34 EAST

12 7

13 16

POINT OF BEGINNING

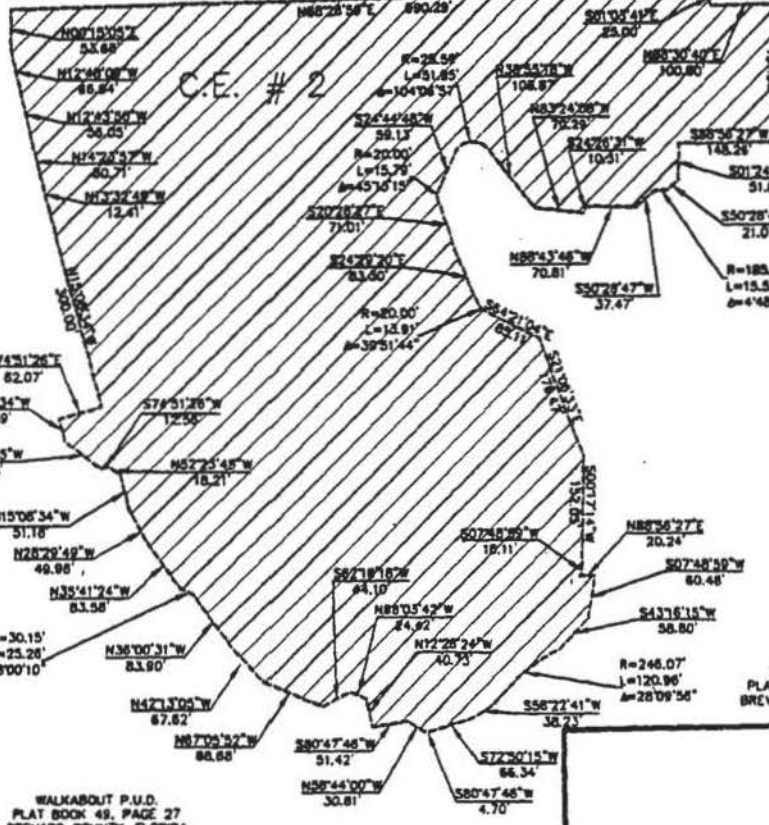
BLOCK 2  
SPRUCE HILLS  
P.B. 11 PG. 45

PINE AVENUE

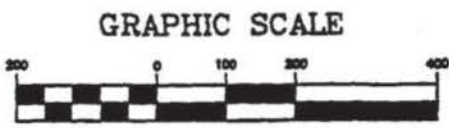
GROVE STREET

WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY, FLORIDA

O.R.B. 2291, PG. 2357



**LEGEND**  
R = RADIUS  
L = LENGTH  
Δ = DELTA  
O.R.B. = OFFICIAL RECORD BOOK  
PG. = PAGE



THIS IS NOT A SURVEY

**CREECH**  
CIVILIZATION ENGINEERS

**PROPOSED  
CONSERVATION  
EASEMENT #2**

4450 WEST BAY COLLIS BLVD., AUSTIN, TEXAS 78746 (512) 865-6454  
203 WEST 3rd STREET SUITE 100, TALLAHASSEE, FL 32301 (904) 223-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (904) 841-1705  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050.10 DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: 1"=200' SHEET 2 OF 2

Z:\ENGINEERING\Y-Eng\_PROJECTS\22050 - Walkabout\22050-10 Walkabout\_132 Lots (Pods 1-7)\DWG\Conservation Easements\22050-CE-BASE.dwg SKETCH-2 E.DWG Jul 28, 2004 - 8:35am

CFN 20050305324  
OR Book/Page: 5522 / 8057



DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING A PORTION OF WALKABOUT P.U.D., AS RECORDED IN THE PUBLIC RECORDS BREVARD COUNTY, FLORIDA, PLAT BOOK 49, PAGE 27; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF THE WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA; ALSO BEING THE SOUTHWEST CORNER OFFICIAL RECORD BOOK 2516, PAGE 1491; THENCE SOUTH 19°56'50" EAST, ALONG A WEST LINE OF SAID WALKABOUT P.U.D. PLAT, A DISTANCE OF 3324.07 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°23'45" EAST, A DISTANCE OF 178.05 FEET; THENCE SOUTH 02°18'30" EAST, A DISTANCE OF 19.31 FEET; THENCE SOUTH 00°03'15" EAST, A DISTANCE OF 98.82 FEET; THENCE SOUTH 18°45'07" WEST, A DISTANCE OF 40.78 FEET; THENCE SOUTH 36°30'11" EAST, A DISTANCE OF 73.80 FEET; THENCE SOUTH 16°07'36" WEST, A DISTANCE OF 64.49 FEET; THENCE SOUTH 43°14'32" WEST, A DISTANCE OF 56.93 FEET; THENCE SOUTH 67°49'43" WEST, A DISTANCE OF 36.30 FEET; THENCE ALONG A WEST LINE OF SAID WALKABOUT P.U.D. PLAT, NORTH 19°56'50" WEST, A DISTANCE OF 349.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,348 SQUARE FEET OR 0.93 ACRES, MORE OR LESS.



CFN:2005030034  
OR Book/Page: 5414 / 6555

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS SOUTH 19°56'50" EAST.
2. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

BRETT C WOOD, P.S.M.  
FLORIDA LICENSE No. 25-0000780  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

*Brett C. Wood*  
BRETT C. WOOD, P.S.M. DATE OF SIGNATURE *02/26/04*

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

CFN 2005305324  
OR Book/Page: 5522 / 8058



**CREECH**

CIVILIZATION ENGINEERS

4400 WEST BAY GALLIE BLVD., MELBOURNE, FL 32904 (321) 865-6454  
203 WEST 3rd STREET STUART, FLORIDA 34984 (888) 283-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1700  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

PROPOSED  
CONSERVATION  
EASEMENT #3

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050.10 DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: AS NOTED SHEET 1 OF 2

Z:\ENGINEERING\1\_Eng\_PROJECTS\22050 - Walkabout\22050-10 Walkabout 132 Lots (Pods 1-7)\D:\PROJ\Conservation Easements\22050-CE-BASE.dwg LEGAL-3 EDDIE.Jd 30.2004-7:16am

DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA

BREVARD COUNTY  
SEWAGE TREATMENT PLANT  
O.R.B. 2516, PG. 1491

POINT OF  
COMMENCEMENT  
CORNER OF WALKABOUT P.U.D.,  
SOUTHWEST CORNER OF  
O.R.B. 2516, PG. 1491

WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY,  
FLORIDA

SOUTH LINE  
OF SECTION 12,  
TOWNSHIP 21 SOUTH,  
RANGE 34 EAST

CFN:2005030034  
OR Book/Page: 5414 / 6556

POINT OF  
BEGINNING

INTERSTATE 95

WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY,  
FLORIDA

- LEGEND**
- R = RADII
  - L = LENGTH
  - A = DELTA
  - O.R.B. = OFFICIAL RECORD BOOK
  - PG. = PAGE

GRAPHIC SCALE



THIS IS NOT A SURVEY

**CREECH**  
CIVILIZATION ENGINEERS

PROPOSED  
CONSERVATION  
EASEMENT #3

4480 WEST HAVI GALLIE BLVD., MELBOURNE, FL 32904 (321) 885-8434  
303 WEST 3rd STREET STUART, FLORIDA 34994 (888) 383-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1700  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050-10 DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: 1"=100' SHEET 2 OF 2

CFN 2005305324  
OR Book/Page: 5522 / 8059



Z:\ENGINEERING\Projects\22050-10 Walkabout\22050-10 Walkabout\132 Lots (Peds 1-7)\DWG\Conservation Easements\22050-CE-BASE.dwg PLOT-D-3 CARL Aug 02,2004-2:08pm

DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA



CFN:2005030034  
OR Book/Page: 5414 / 6557

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING A PORTION OF WALKABOUT P.U.D., AS RECORDED IN THE PUBLIC RECORDS BREVARD COUNTY, FLORIDA, PLAT BOOK 49, PAGE 27; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE INTERSECTION OF THE SOUTH LINE OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST AND THE WEST LINE OF SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST, ALSO BEING THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3625, PAGE 3522; THENCE ALONG THE EAST LINE OF SAID WALKABOUT P.U.D. PLAT, PLAT BOOK 49, PAGE 27, NORTH 00°55'29" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°30'40" WEST, A DISTANCE OF 200.77 FEET; THENCE NORTH 17°22'51" WEST, A DISTANCE OF 174.77 FEET; THENCE NORTH 00°39'55" EAST, A DISTANCE OF 164.80 FEET; THENCE NORTH 12°49'18" EAST, A DISTANCE OF 79.40 FEET; THENCE NORTH 44°05'38" WEST, A DISTANCE OF 11.94 FEET; THENCE NORTH 12°49'18" EAST, A DISTANCE OF 30.80 FEET; THENCE NORTH 16°08'38" WEST, A DISTANCE OF 42.44 FEET; THENCE NORTH 43°17'05" EAST, A DISTANCE OF 269.62 FEET; THENCE SOUTH 80°13'33" EAST, A DISTANCE OF 36.45 FEET; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 10.18 FEET; THENCE SOUTH 80°13'33" EAST, A DISTANCE OF 15.27 FEET; THENCE ALONG THE EAST LINE OF SAID WALKABOUT P.U.D. PLAT, PLAT BOOK 49, PAGE 27, SOUTH 00°55'29" EAST, A DISTANCE OF 860.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 142,751 SQUARE FEET OR 3.28 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS SOUTH 19°56'50" EAST.
2. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

BRETT C WOOD, P.S.M.  
FLORIDA LICENSE No. LB-0005750  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

*Brett C. Wood*  
BRETT C. WOOD, P.S.M. DATE OF SIGNATURE 05/27/04

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

**CREECH**

CIVILIZATION ENGINEERS

4480 WEST BAY GALLIN BLVD., MELBOURNE, FL 32904 (321) 885-6434  
203 WEST 3RD STREET STUART, FLORIDA 34994 (888) 283-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139

PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

PROPOSED  
CONSERVATION  
EASEMENT #4

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.10

DATE: 4-05-04

CADD FILE: 22050-CE-BASE

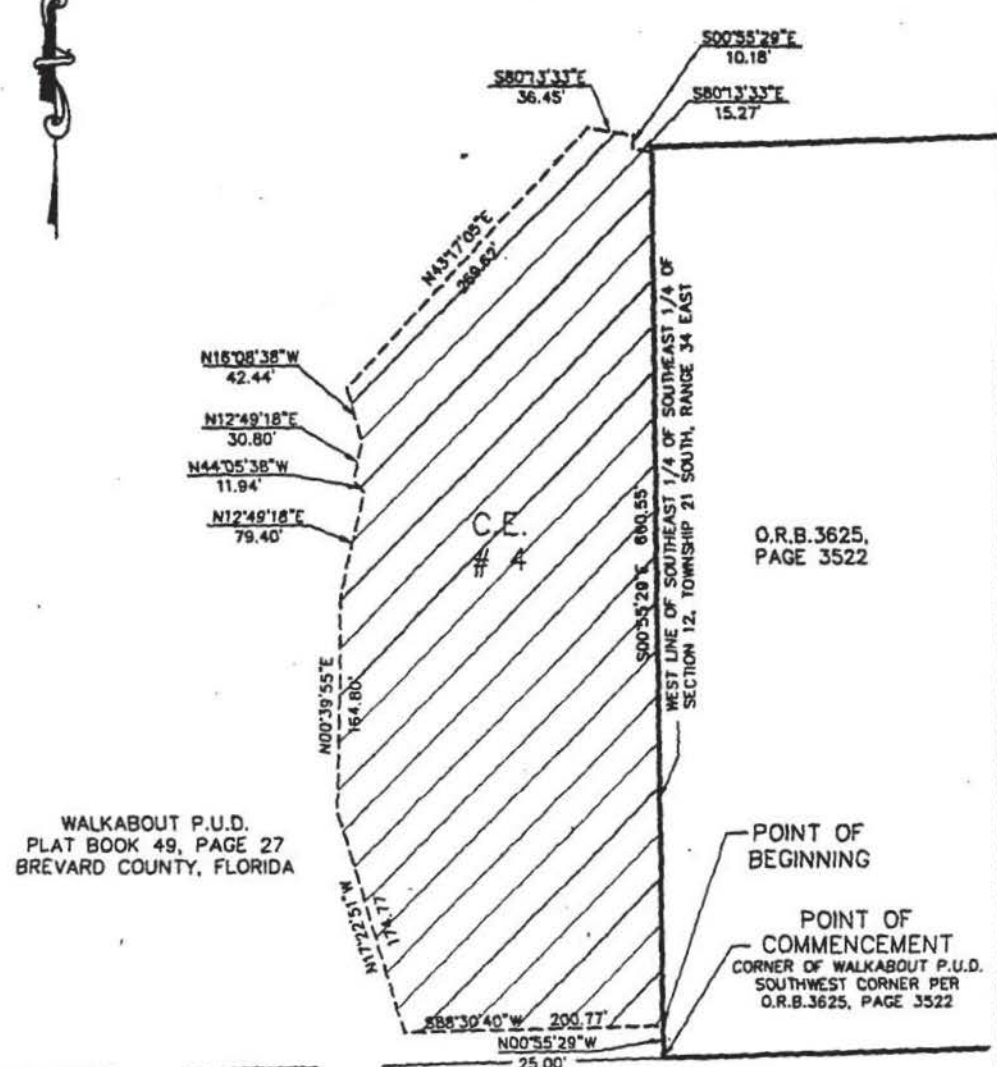
SCALE: AS NOTED SHEET 1 OF 2

CFN 2005030034  
OR Book/Page: 5522 / 8060



Z:\ENGINEERING\Eng. PROJECTS\22050 - Walkabout\22050-10 Walkabout 132 Lots (Prods 1-7)\DWG\Conservation Easements\22050-CE-BASE.dwg LEGAL-4 EDDJE.dwg 30,2004-7:17am

DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA



WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY, FLORIDA

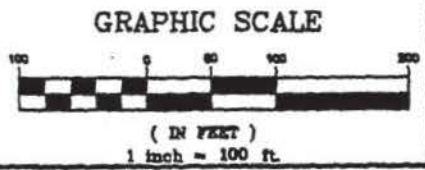
O.R.B. 3625,  
PAGE 3522

POINT OF BEGINNING  
  
POINT OF COMMENCEMENT  
CORNER OF WALKABOUT P.U.D.  
SOUTHWEST CORNER PER  
O.R.B. 3625, PAGE 3522

SOUTH LINE OF SECTION 12,  
TOWNSHIP 21 SOUTH, RANGE 34 EAST

CFN:2005030034  
OR Book/Page: 5414 / 6558

- LEGEND
- R = RADIUS
  - L = LENGTH
  - Δ = DELTA
  - O.R.B. = OFFICIAL RECORD BOOK
  - PG. = PAGE



THIS IS NOT A SURVEY

**CREECH**  
CIVILIZATION ENGINEERED

4480 WEST BAY GALLIES BLVD., MELBOURNE, FL 32904 (321) 855-5434  
203 WEST 3rd STREET STUART, FLORIDA 34994 (888) 223-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 641-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0008703

PROPOSED  
CONSERVATION  
EASEMENT #4

BREVARD COUNTY FLORIDA

PROJECT NO. 2205010 DATE 4-05-04  
CAAD FILE: 22050-CI-BASE SCALE: 1"=100' SHEET 2 OF 2

CFN 20050305324  
OR Book/Page: 5522 / 8061



Z:\ENGINERING\PROJECTS\22050-10 Walkabout 132 Lots (Pole 1-7)\DWG\Conservation Comments\22050-CI-BASE.dwg SKETCH-4 EDGE JUL 20, 2004-11:07am



**DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF WALKABOUT P.U.D., AS RECORDED IN THE PUBLIC RECORDS BREVARD COUNTY, FLORIDA, PLAT BOOK 49, PAGE 27; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF THE WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; ALSO BEING THE NORTHWEST CORNER OF OFFICIAL RECORD BOOK 3625 PAGE 3522; THENCE NORTH 72°41'51" WEST, AS DISTANCE OF 163.74 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 43°17'18" WEST, A DISTANCE OF 243.40 FEET; THENCE NORTH 88°43'48" WEST, A DISTANCE OF 56.12 FEET; THENCE NORTH 66°46'32" WEST, A DISTANCE OF 71.41 FEET; THENCE NORTH 39°45'57" WEST, A DISTANCE OF 88.15 FEET; THENCE NORTH 11°35'48" WEST, A DISTANCE OF 85.28 FEET; THENCE NORTH 21°51'11" WEST, A DISTANCE OF 101.29 FEET; THENCE NORTH 20°43'23" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 36°04'37" WEST, A DISTANCE OF 47.22 FEET; THENCE SOUTH 87°37'23" WEST, A DISTANCE OF 19.70 FEET; THENCE SOUTH 76°24'48" WEST, A DISTANCE OF 75.69 FEET; THENCE NORTH 18°14'05" EAST, A DISTANCE OF 405.37 FEET; THENCE NORTH 86°57'42" EAST, A DISTANCE OF 99.51 FEET; THENCE NORTH 86°29'17" EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 53°53'08" EAST, A DISTANCE OF 4.04 FEET; THENCE SOUTH 89°57'45" EAST, A DISTANCE OF 46.77 FEET; THENCE NORTH 00°02'15" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°57'45" EAST, A DISTANCE OF 51.57 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 35°00'22" WEST, A RADIAL DISTANCE OF 238.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 20°49'04", A DISTANCE OF 86.70 FEET; THENCE SOUTH 02°13'22" EAST A DISTANCE OF 105.16 FEET; THENCE SOUTH 00°02'26" EAST A DISTANCE OF 239.41 FEET; THENCE SOUTH 19°46'36" WEST, A DISTANCE OF 14.40 FEET; THENCE SOUTH 88°59'07" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°55'45" EAST, A DISTANCE OF 134.78 FEET; THENCE SOUTH 37°18'23" EAST, A DISTANCE OF 59.83 FEET; THENCE SOUTH 48°49'58" EAST, A DISTANCE OF 9.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 284,606 SQUARE FEET OR 6.53 ACRES, MORE OR LESS.



CFN:2005030034  
OR Book/Page: 5414 / 6559

CFN 20050305324  
OR Book/Page: 5522 / 8062



**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS SOUTH 19°56'50" EAST.
2. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 OF 2 OF THIS DOCUMENT.

BRETT C WOOD, S.M.  
FLORIDA LICENSE NO. 25-00057603  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8705  
*Brett C. Wood*  
BRETT C. WOOD, P.E.M.  
DATE OF SIGNATURE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

**CREECH**

CIVILIZATION ENGINEERED

4450 WEST RAIL GALLERY BLVD., MELBOURNE, FL 32904 (TEL) 888-6434  
203 WEST 3rd STREET STUART, FLORIDA 34994 (888) 283-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1700

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

**PROPOSED  
CONSERVATION  
EASEMENT #5**

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.10

DATE: 4-05-04

CADD FILE: 22050-DE-BASE

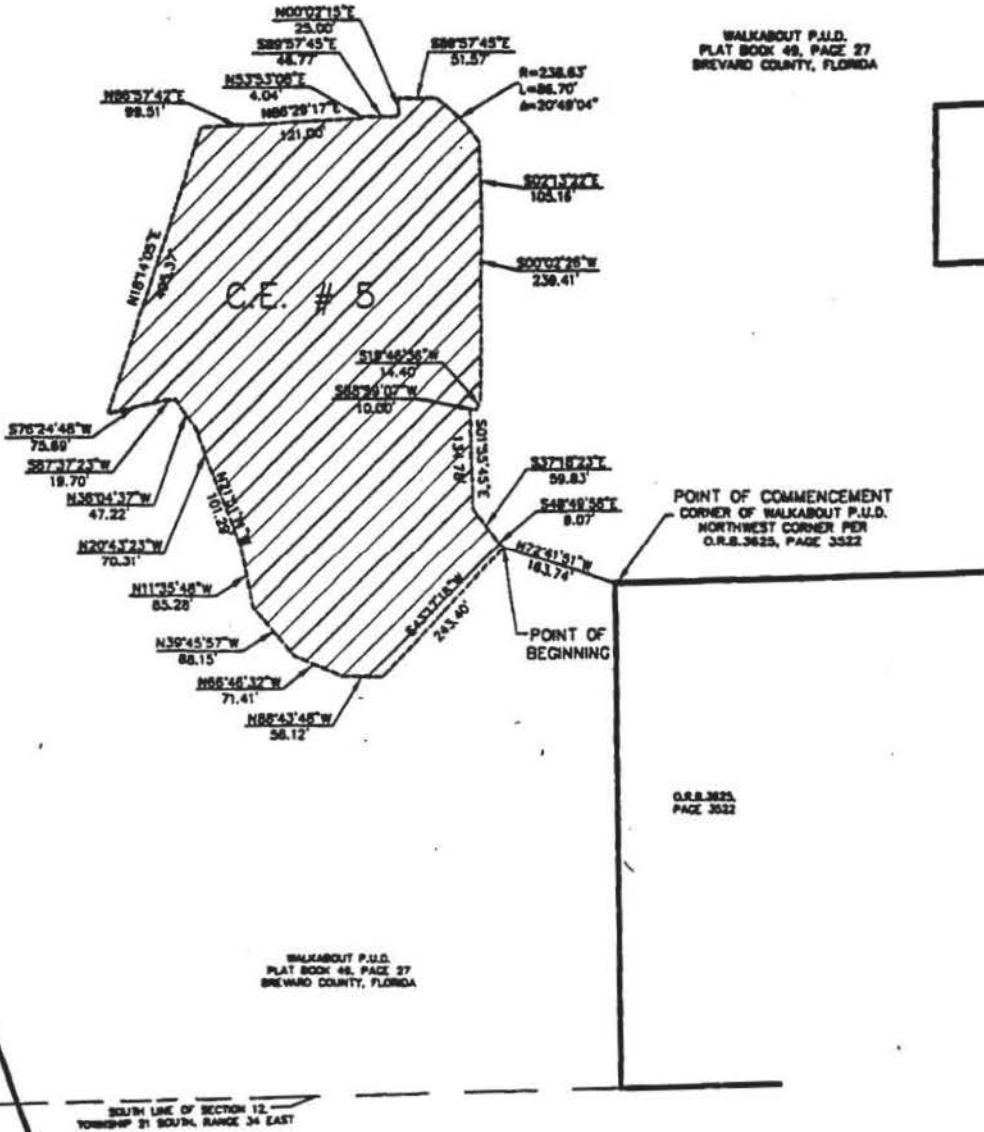
SCALE: AS NOTED SHEET 1 OF 2

Z:\ENGINEERING\1\_Eng\_PROJECTS\22050 - Walkabout\132 Lots (Feet 1-7)\DWG\Conservation Easements\22050-CE-BASE.dwg LEGAL-5 EDGE Jul 30, 2004 - 7:18am

DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA



CFN:2005030034  
OR Book/Page: 5414 / 6560



WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY, FLORIDA

POINT OF COMMENCEMENT  
CORNER OF WALKABOUT P.U.D.  
NORTHWEST CORNER PER  
O.R.B. 3623, PAGE 3522

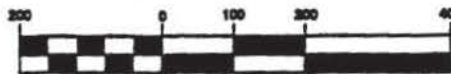
O.R.B. 3623,  
PAGE 3022

WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY, FLORIDA

SOUTH LINE OF SECTION 12,  
TOWNSHIP 21 SOUTH, RANGE 34 EAST

- LEGEND**
- R = RADIUS
  - L = LENGTH
  - Δ = DELTA
  - O.R.B. = OFFICIAL RECORD BOOK
  - PG. = PAGE

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 200 ft.

THIS IS NOT A SURVEY

**CREECH**

CIVILIZATION ENGINEERS

4450 WEST BAY GALLIE BLVD., APOLAUCHONNE, FL 32004 (904) 895-6434  
203 WEST 3RD STREET STUART, FLORIDA 34994 (888) 225-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

**PROPOSED  
CONSERVATION  
EASEMENT #5**

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050-10 DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: 1"=200' SHEET 2 OF 2

CFN 2005305324  
OR Book/Page: 5522 / 8063



Z:\ENGINEERING\1\_Eng\_PROJECTS\22050 - Walkabout\22050-10 Walkabout 132 Lots (Pods 1-7)\DWG\Conservation Easements\22050-CE-BASE.dwg SKETCH-5 EDDUE Jul 29, 2004--2:51pm

**DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN AND BEING A PORTION OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 48, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EASTERLY CORNER OF THE WALKABOUT P.U.D., ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3113, PAGE 2411; THENCE ALONG AN EASTERLY LINE OF SAID WALKABOUT P.U.D. NORTH 00°52'58" WEST, A DISTANCE OF 657.43; TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST, THENCE SOUTH 88°41'46" WEST ALONG SAID SOUTH LINE A DISTANCE OF 701.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 05°35'50" WEST, A DISTANCE OF 10.03 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 925.43 FEET AND A CENTRAL ANGLE OF 25°30'23"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 411.98 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 03°21'48"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 49.90 FEET; THENCE SOUTH 11°53'44" EAST, A DISTANCE OF 81.59 FEET; THENCE SOUTH 16°16'45" EAST, A DISTANCE OF 25.33 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 80°39'45" WEST, A RADIAL DISTANCE OF 850.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 07°11'50", A DISTANCE OF 106.77 FEET; THENCE SOUTH 09°35'19" WEST, A DISTANCE OF 75.80 FEET; THENCE SOUTH 25°11'04" WEST, A DISTANCE OF 75.38 FEET; THENCE SOUTH 08°05'13" WEST, A DISTANCE OF 79.25 FEET; THENCE SOUTH 28°05'13" WEST, A DISTANCE OF 54.09 FEET; THENCE SOUTH 42°45'05" WEST, A DISTANCE OF 57.84 FEET; THENCE SOUTH 62°39'28" WEST, A DISTANCE OF 72.43 FEET; THENCE SOUTH 84°50'46" WEST, A DISTANCE OF 43.60 FEET; THENCE SOUTH 39°58'17" WEST, A DISTANCE OF 33.29 FEET; THENCE SOUTH 29°41'50" WEST, A DISTANCE OF 68.41 FEET; THENCE SOUTH 24°23'09" WEST, A DISTANCE OF 92.80 FEET; THENCE SOUTH 34°27'01" WEST, A DISTANCE OF 92.04 FEET; THENCE SOUTH 21°01'29" EAST, A DISTANCE OF 13.70 FEET; THENCE SOUTH 68°58'31" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 21°01'29" EAST, A DISTANCE OF 15.66 FEET; THENCE SOUTH 85°32'29" WEST, A DISTANCE OF 120.80 FEET; THENCE SOUTH 87°52'16" WEST, A DISTANCE OF 94.27 FEET; THENCE NORTH 16°14'05" EAST, A DISTANCE OF 1,384.47 FEET; THENCE CONTINUE NORTHERLY ALONG SAID LINE, A DISTANCE OF 278.28 FEET; THENCE SOUTH 55°34'35" EAST, A DISTANCE OF 7.47 FEET; THENCE SOUTH 05°35'50" WEST, A DISTANCE OF 259.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 359,182 SQUARE FEET OR 8.25 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 48, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS SOUTH 19°56'50" EAST.
2. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.



CFN:2005030034  
OR Book/Page: 5414 / 6561

BRETT C WOOD, P.S.M.  
FLORIDA LICENSE NO. ES-0006750  
CORPORATION CERTIFICATE OF AUTHORIZATION NO. LB 8705  
*Brett C. Wood*  
BRETT C. WOOD, P.S.M. DATE OF SIGNATURE 02 AUG 04

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

**CREECH**  
CIVILIZATION ENGINEERED

**PROPOSED  
CONSERVATION  
EASEMENT #6**

4480 WEST EAST GALLIS BLVD., MELBOURNE, FL 32904 (321) 886-6434  
203 WEST 3rd STREET STUART, FLORIDA 34984 (888) 223-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (904) 941-1708  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

BREVARD COUNTY FLORIDA  
PROJECT NO. 2205010 DATE: 4-05-04  
CADD FILE: 22050-CF-BASE SCALE: AS NOTED SHEET 1 OF 2

CFN 2005030324  
OR Book/Page: 5522 / 8064



Z:\WORK\BREVARD\Projects\22050 - Walkabout\22050-10 Walkabout\22050-CF-BASE.dwg LEGAL-8 CANAL Aug 02, 2004 - 2:58pm

DESCRIPTION TO ACCOMPANY SKETCH  
SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
BREVARD COUNTY, FLORIDA

WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY, FLORIDA

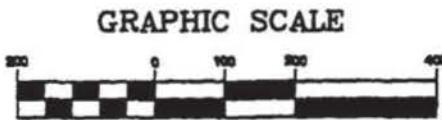
WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY, FLORIDA

WALKABOUT P.U.D.  
PLAT BOOK 49, PAGE 27  
BREVARD COUNTY, FLORIDA

O.R.B. 3113,  
PG. 2411

POINT OF  
COMMENCEMENT  
SOUTHWEST CORNER OF PER  
O.R.B. 3113, PG. 2411

CFN:2005030034  
OR Book/Page: 5414 / 6562



- LEGEND
- R = RADIUS
  - L = LENGTH
  - Δ = DELTA
  - O.R.B. = OFFICIAL RECORD BOOK
  - P.G. = PAGE

THIS IS NOT A SURVEY

**CREECH**  
CIVILIZATION ENGINEERS

PROPOSED  
CONSERVATION  
EASEMENT #6

4450 WEST ROAD GALLIE HAVEN, MELBOURNE, FL 32906 (321) 885-6434  
803 WEST 3RD STREET STUART, FLORIDA 34994 (888) 283-1413  
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (800) 841-1705  
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139  
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0004705

BREVARD COUNTY FLORIDA  
PROJECT NO. 22050-CE-BASE DATE: 4-05-04  
CADD FILE: 22050-CE-BASE SCALE: 1"=200' SHEET 2 OF 2

Walkabout\22050-10 Walkabout 132 Lots (Plots 1-7)\DWG\Conservation Easements\22050-CE-BASE.dwg SHEET 2 OF 2 EDATE: Aug 02, 2004 - 2:53pm

CFN 2005305324  
OR Book/Page: 5522 / 8065

